

14 -2019

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 15th day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement between the County of Boone and AEM Diversified Investments, LLC.

The terms of the agreement are stipulated in the attached Security Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Security Agreement.

Done this 15th day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Barry
Fred J. Barry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

(11)

Stormwater Erosion and Sediment Control Security Agreement

Date: December 18, 2018

Developer/Owner Name: AEM Diversified Investments, LLC

Address: 6080 E. Bass Ln.
Columbia, MO 65201

Development: Endovac Animal Health

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Endovac Animal Health. The SWPPP and ESC was prepared by Crockett Engineering Consultants on October 3, 2018.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 20 day of November 2020, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$29,288.89, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Cash deposit with County Treasurer


5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 20, 2020, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 20, 2020, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

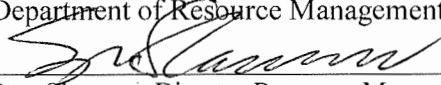
ACKNOWLEDGED AND AGREED TO:

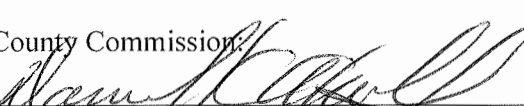
DEVELOPER/OWNER:

By: 
Printed Name: Kevin C Sprouse
Title: President & CEO

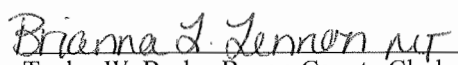
BOONE COUNTY, MISSOURI:

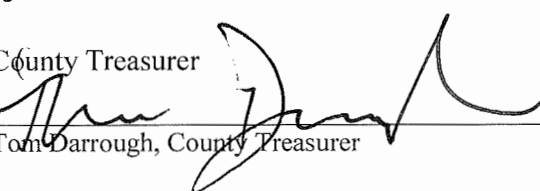
Department of Resource Management


Stan Shawver, Director Resource Management

County Commission:

Daniel K. Atwill, Presiding Commissioner

Attest:


~~Taylor W. Burks, Boone County Clerk~~
Brianna L. Lennon

County Treasurer

Tom Darrough, County Treasurer

Approved as to form:

by: 
C.J. Dykhouse, County Counselor



ENDOVAC ANIMAL HEALTH LLC
 6080 E BASS LN
 COLUMBIA, MO 65201-9735
 (573)443-5363

CENTRAL BANK OF BOONE COUNTY
 www.centralbank.net
 MEMBER FDIC
 80-85/815

44763

12/17/2018

PAY TO THE ORDER OF **Boone County**

\$ **29,288.89

Twenty-nine thousand two hundred eighty-eight and 89/100*****

DOLLARS

Boone County Resource Management
 Attn: Paula Evans
 801 E. Walnut, Room 315
 Columbia, MO 65201

[Handwritten Signature]
 AUTHORIZED SIGNATURE

MEMO

⑈044763⑈ ⑆081500859⑆ ⑈128612351⑈

44763

ENDOVAC ANIMAL HEALTH LLC

12/17/2018

Boone County

Date	Type	Reference	Original Amount	Balance Due	Payment
11/20/2018	Bill		29,288.89	29,288.89	29,288.89
			Check Amount		29,288.89

101 Endovac Animal

29,288.89

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 19

County of Boone

In the County Commission of said county, on the

15th

day of

January

20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 34-27SEP18 – Job Order Contracting Qualified Vendors List – Term and Supply to the following:

- Janik Group of Concordia, Missouri
- Weathercraft, Inc. of Jefferson City, Missouri
- Blue Bear Inc. of Shawnee, Kansas
- Watkins Roofing, Inc. of Columbia, Missouri
- Dysart Painting, LLC of Mexico, Missouri

Terms of the award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

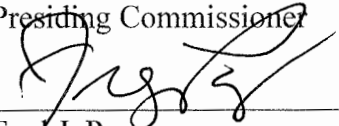
Done this 15th day of January, 2019.

ATTEST:


Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



613 E. Ash, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: October 30, 2018
RE: 34-27SEP18 – Job Order Contracting Qualified Vendors List – Term and Supply

Request for Bid 34-27SEP18 solicited bids for establishing a Qualified Vendors List for Job Order Contracting projects for the Facilities Management Department, specifically for roofing and painting work to be performed as needed, if needed. Five (5) bids were received, and all five as identified as follows will be awarded a contract:

- 1) Janik Group of Concordia, Missouri
- 2) Weathercraft, Inc. of Jefferson City, Missouri
- 3) Blue Bear, Inc. of Shawnee, Kansas
- 4) Watkins Roofing, Inc. of Columbia, Missouri
- 5) Dysart Painting, LLC of Mexico, Missouri

The initial contract period will run from the Date of Award through October 31, 2019. There are four (4) one-year renewal options available.

Payment will be paid from the following Department/Account codes:

- Department 6100, Facilities Maintenance/Account 60100 – Building Repairs/Maintenance – Total: \$ 17,000.00

Attachments: Bid Tabulation, and Evaluation Summary Memo

/lp

cc: Doug Coley, Director Facilities Management
Jody Moore, Facilities Management
File RFB 34-27SEP18

	A	B	C	D	E	F	G
1		RFB 34-27SEP18					
2		Bid Tabulation					
3		Job Order Contracting Qualified Vendors List Term and Supply					
4	Line Items	Line Item Description	Dysart Painting LLC	Blue Bear Inc.	Weathercraft Inc.	Janik Group LLC	Watkins Roofing LLC
5	4.11.1	Non-Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Normal Business Hours	\$50.00	\$28.95	\$87.00	\$65.45	\$90.00
6	4.11.2	Non-Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Nights/Weekends	\$75.00	\$34.50	\$107.00	\$98.15	\$130 Overtime \$180 Sunday
7	4.11.3	Non-Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Holidays	\$75.00	\$47.25	\$132.00	\$130.90	\$180.00
8	4.11.4	Non-Prevailing Wage Labor Pricing, Maintenance Projects Flat rate per hour for Emergency Service	\$100.00	\$50.00	\$87.00	\$130.90	\$130.00
9	4.11.5	Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Normal Business Hours	\$65.00	\$53.90	\$87.00	\$69.90	\$90.00
10	4.11.6	Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Nights/Weekends	\$97.50	\$58.21	\$107.00	\$104.85	\$130 Overtime \$180 Sunday
11	4.11.7	Prevailing Wage Labor Pricing, Maintenance Projects Labor, All Job Classifications - Holidays	\$97.50	\$55.00	\$132.00	\$139.80	\$180.00
12	4.11.8	Prevailing Wage Labor Pricing, Maintenance Projects Flat rate per hour for Emergency Service	\$100.00	\$50.00	\$107.00	\$139.80	\$130.00
13	4.11.9	Materials Cost: \$0.00 - \$999.00	15%	6%	15%	10%	10%
14	4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	10%	10%	15%	8%	8%
15	4.11.11	Materials Cost: \$6,000.00 and up	10%	12%	15%	6%	6%
16	4.11.11(a)	Rental Equipment Cost - per each rented unit	15%	8%	10%	5%	6%

A	B	C	D	E	F	G
Line Items	Line Item Description	Dysart Painting LLC	Blue Bear Inc.	Weathercraft Inc.	Janik Group LLC	Watkins Roofing LLC
4	4.11.12 Renewal Option Percentage Price Adjustment 1st Renewal Period: November 1, 2019 – October 31, 2020	3%	8%	5%	2%	2%
17	4.11.13 Renewal Option Percentage Price Adjustment 1st Renewal Period: November 1, 2020 – October 31, 2021	4%	10%	10%	2%	4%
18	4.11.14 Renewal Option Percentage Price Adjustment 1st Renewal Period: November 1, 2021 – October 31, 2022	5%	10%	15%	2%	6%
19	4.11.15 Renewal Option Percentage Price Adjustment 1st Renewal Period: November 1, 2022 – October 31, 2023	6%	10%	20%	2%	8%
20	Cooperative Procurement:	Yes	Yes	Yes	Yes	Yes
21	Roofing Service Offered	No	No	Yes	Yes	Yes
22	Painting Service Offered	Yes	Yes	No	Yes	No
23	Other Service	Carpentry Metal Studs Sheetrock Suspended Ceiling	Fencing - All Types	Waterproofing Sheet Metal Flashing & Trim	Earthwork Concrete Masonry Miscellaneous Steel Rough and Finish Carpentry Caulks & Sealants Insulation/Vapor Barriers Doors/Hardware Windows/Glazing Finishes Specialties Architectural Casework	Sheet Metal Flashing & Trim Metal Roof and Wall Panels
24						

Boone County Purchasing


Liz Palazzolo
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

MEMORANDUM

TO: File

FROM: Liz Palazzolo 

RE: 34-27SEP18 – Job Order Contracting Qualified Vendors List –
Term & Supply - Evaluation and Award

DATE: 10/17/18

Five (5) bids were received in response to Request for Bid (RFB) 34-27SEP18 for Job Order Contracting, Qualified Vendors List Term and Supply:

- 1) Janik Group of Concordia, Missouri
- 2) Weathercraft, Inc. of Jefferson City, Missouri
- 3) Blue Bear, Inc. of Shawnee, Kansas
- 4) Watkins Roofing, Inc. of Columbia, Missouri
- 5) Dysart Painting, LLC of Mexico, Missouri

The bids have been reviewed by Facilities Management and Purchasing, and are considered acceptable, meeting requirements of RFB 34-27SEP18. References have been called on all vendors, and supportive information has been provided (see documentation that follows).

Paragraph 1.4 of the RFB indicated that the County intends to make multiple awards of contract in order to develop a Qualified Vendors List for primarily painting and roofing work that the Facilities Management Department may need as needed, if needed. The RFP also allowed vendors to identify additional services they could perform for the County. Awards of contracts will be prepared to all five bidders as identified above, and will include all identified services that the vendors say they can perform for the County. Competitive bidding requirements have been met as required by Chapter 34 RSMo., and the terms of awarding specific work projects are specified in paragraphs 2.2.1 through 2.2.4 of the RFB.

**PURCHASE AGREEMENT
FOR
JOB ORDER CONTRACTING – QUALIFIED VENDORS LIST**

THIS AGREEMENT dated the 15th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Janik Group, LLC** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Job Order Contracting – Qualified Vendors List, Term and Supply**, County of Boone Request for Bid, bid number **34-27SEP18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 27, 2018**, executed by **Daniel Janik** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through October 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with painting, roofing, construction/earthwork, concrete work, masonry, carpentry, steel work, caulking/sealing work, insulation/vapor barriers work, doors/hardware work, windows/glazing work, finishes/specialties work, and architectural casework as needed if needed in accordance with RFB specifications and in conformity with the contract documents for the quoted prices and materials mark-up as set forth in the Contractor’s bid response, as needed and as ordered by the County:

Non-Prevailing Wage Labor Pricing, Maintenance Projects	Firm, Fixed Pricing
4.11.1) Labor, All Job Classifications – Normal Business Hours	\$65.45 per hour
4.11.2) Labor, All Job Classifications – Nights/Weekends	\$98.15 per hour
4.11.3) Labor, All Job Classifications – Holidays	\$130.90 per hour
4.11.4) Flat rate per hour Emergency Service	\$130.90 per hour
Prevailing Wage Labor Pricing	
4.11.5) Labor, All Job Classifications – Normal Business Hours	\$69.90 per hour

4.11.6) Labor, All Job Classifications – Nights/Weekends	\$104.85 per hour over-time
4.11.7) Labor, All Job Classifications – Holidays	\$139.80 per hour
4.11.8) Flat rate per hour Emergency Service	\$139.80 per hour
Materials Costs	
4.11.9) Materials Cost Price Range: \$0.00-\$999.00	10% mark-up over cost
4.11.10) Materials Cost Price Range: \$1,000.00-\$5,999.00	8% mark-up over cost
4.11.11) Materials Cost Price Range: \$6,000.00 and up	6% mark-up over cost
4.11.12) Rental Equipment Cost – per each rented unit	5% mark-up over cost

4. Delivery –The contractor shall coordinate with the County regarding delivery of service, consistent with requirements stated in RFB 34-27SEP18.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

JANIK GROUP, LLC

by [Signature]
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
~~Taylor W. Burks, County Clerk~~
Brianna L. Lennon

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: T+S

Signature [Signature] Date 12/28/2018 Appropriation Account

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



County of Boone


Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1 Company Name: Janik Group LLC
- 4.2 Address: 209 SE 5th Street
- 4.3 City/Zip: Concordia, MO 64020
- 4.4 Phone Number: 816-560-0119
- 4.5 Fax Number: _____
- 4.6 E-Mail Address: danielj@thejanikgroup.com
- 4.7 Federal Tax ID: 83-1298797

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1 Authorized Representative (Sign By Hand): 
- 4.8.2 Type or Print Signed Name: Daniel Janik
- 4.8.3 Today's Date: 27 September 2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing X
- b. Painting X

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

In addition to roofing and painting The Janik Group can offer work within the
construction divisions of earthwork, concrete, masonry, misc steel, rough and finish
carpentry, caulks and sealants, insulation/vapor barriers, doors/hardware and
windows/glazing, finishes, specialties, and architectural casework.

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ <u> 65.45 </u> /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ <u> 98.15 </u> /hr
	Labor, All Job Classifications – Holidays	\$ <u> 130.90 </u> /hr
4.11.3	Flat rate per hour for Emergency Service	\$ <u> 130.90 </u> /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ 69.90	/hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ 104.85	/hr
4.11.7	Labor, All Job Classifications – Holidays	\$ 139.80	/hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ 139.80	/hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder's actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	10	% markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	8	% markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	6	% markup over cost
	Rental Equipment Cost - per each rented unit	5	% markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

 2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

 2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

 2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

10 Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: Daniel Janik

Job Title: President

Phone Number: 816-560-0119

E-Mail: danielj@thejanikgroup.com

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: Daniel Janik

Job Title: President

Phone Number: 816-560-0119

E-Mail: danielj@thejanikgroup.com

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

Depending on the current workload and to maintain a superior level of quality and expedience, The Janik Group may supplement operations with pre-approved/vetted local firms; those subs may include general labor, cement masons, roofing labor, etc.

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

OSHA 10/30 where applicable; Red Cross First Aid/CPR; Vigilant Risk Management;
US Army Corps of Engineers Construction QCM; MS Project Scheduling; RS Means
~~Delivery Order Construction Estimating~~

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

~~The Janik Group recognizes the same twelve federal and State of Missouri holidays;~~
~~New Years Day, MLK Jr Day, Lincoln Day, Washington's B-day, Truman Day, Memorial~~
~~Day, Independence Day, Labor Day, Columbus Day, Vet Day, Thanksgiving, and~~
~~Christmas~~

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: Brown and Root Industrial Services

Contact Name: Katie Walker

Contact's Title: Business Manager

City: Kansas City State: MO

Telephone Number and Area Code: 816-231-2178

E-mail Address: katie.walker@brownandroot.com

Description of Equipment/Services Furnished: oversight of civil/arch projects

Availability of Reference: normal business hours

=====
Company/Entity Name: KCMO Waste Water Division

Contact Name: Shaun O'Kelley

Contact's Title: Senior Engineer

City: Kansas City State: MO

Telephone Number and Area Code: 816-621-1685

E-mail Address: shaun.okelley@kcmo.org

Description of Equipment/Services Furnished: oversight of civil/arch projects

Availability of Reference: normal business hours

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

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

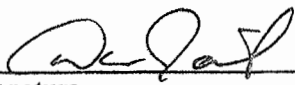
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Daniel Janik, President

Name and Title of Authorized Representative



Signature

27 September 2018

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

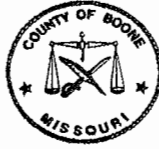


Vendor Signature

27 September 2018

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Clay)
) ss
 State of MO)

My name is Daniel Janik. I am an authorized agent of Janik
Group LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 9/27/2018
 Affiant Date

Daniel Janik
 Printed Name

Subscribed and sworn to before me this 27 day of Sept., 2018.

[Signature]
 Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

KATIE WALKER
 Notary Public - Notary Seal
 Clay County - State of Missouri
 Commission Number 13641316
 My Commission Expires Dec 18, 2021

(RETURNED AT THE END OF A COMPLETED PROJECT)

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Daniel Janik, President of the (name of company)

Janik Group LLC (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. 25 issued by the Division of Labor Standards on the 9th day of April 2018, in carrying out the Contract and work in connection with

(name of project) Boone County JOC located at

(name of institution) _____ in Boone County,

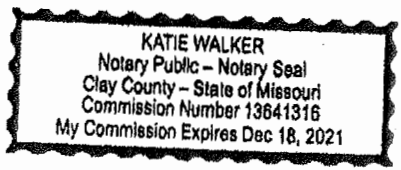
Missouri and completed on the 27th day of September, 2018.

[Signature]
Signature

Subscribed and sworn to me this 27 day of Sept, 2018.

My commission expires December 18, 2021.

[Signature]
Notary Public



(RETURNED AT THE END OF A COMPLETED PROJECT)

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of CLAY)
State of MO)ss

My name is Daniel Janik. I am an authorized agent of Janik Group LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

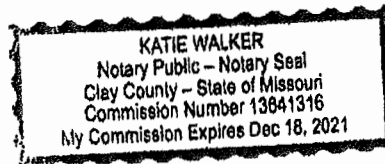
NAME OF PROJECT: Boone County JOC

[Signature] 9/27/2018
Affiant Date

Daniel Janik
Printed Name

Subscribed and sworn to before me this 27 day of SEPT, 2018

[Signature]
Notary Public





Company ID Number: 1345564

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Janik Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1345564

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Daniel S Janik
Phone Number (816) 850 - 0119
Fax Number
Email Address danielj@thejanikgroup.com



Company ID Number: 1345564

Approved by:

Employer Janik Group, LLC	
Name (Please Type or Print) Daniel Janik	Title
Signature Electronically Signed <i>(Handwritten Signature)</i>	Date 09/27/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/27/2018



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **34-27SEP18**

Commodity Title: **Job Order Contracting, Qualified Vendors List –
Term and Supply**

VENDORS: DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, September 27, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 27, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Affidavit for Compliance with Prevailing Wage**

- **Affidavit of Compliance with OSHA Training**
- **Standard Terms and Conditions**
- **“No Bid” Response Form**
- **State Prevailing Wage Order 25**

Insertion Date: 9/6/18

1. Introduction and General Conditions of Bidding

1.1 INVITATION: This document is a Request for Bid (RFB) for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1 Qualified Vendors List: This document constitutes a request for sealed bids from prospective bidders for the development of a Qualified Vendors List (QVL) for Job Order Contracting in accordance with the requirements and provisions stated herein. The Qualified Vendors List will be used by the County Facilities Management Office to pre-qualify vendors for use on future facilities maintenance projects that will be identified by the County.

1.1.2 Job Order Contract: A Job Order Contract (JOC) is a contract for a fixed term in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract.

1.2 DEFINITIONS, GENERAL:

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 RFB 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/Vendor: These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or

services.

- 1.2.3 **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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.

Note: This RFB excludes Electrical, HVAC, and Plumbing services which are covered under separate contracts at this time. Electrical service is covered under contract 34-24JUN15; HVAC service is covered under contract 57-23SEP15, and Plumbing is covered under contract 38-17OCT17.

- 1.2.4 **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3 **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1 **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2 **Bid Addendum:** If it becomes evident that this RFB 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:** The County anticipates making multiple awards of contracts in order to develop a Qualified Vendors List. Awards will be made to the bidders whose bids provide the greatest potential value to the County from the standpoint of suitability to purpose, quality, service, previous experience, or for any other reason deemed by Purchasing to be in the best interest of the County.

- 1.4.1 The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5 **CONTRACT EXECUTION**: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1 **Precedence**: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6 **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS**: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **Scope of Work**

2.1 **General Requirements:**

2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for future facilities management projects identified by the Boone County Facilities Management Office that will be competitively bid between qualified vendors on a project basis as projects are identified. The contractor shall understand and agree that the purpose of the contract is to obtain services supplemental to Facilities Management Office operations on an as needed, when needed basis.

2.1.2 Boone County, hereafter referred to as "County," proposes to contract with an individuals or organizations, hereinafter referred to as "Contractors" for Term and Supply contracts for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform one, some or all of the following job order contracting services as requested on an as needed, if needed basis by the County:

- a. Roofing
- b. Painting
- c. Other Vendor-Defined Related Services the County may need.

2.2 **The Project Quoting Process and Project Award:**

2.2.1 The contractor shall understand and agree that at the time the County determines it needs a specific facilities management service, the County shall identify the nature of the project, and request project pricing from all qualified vendors who can provide identified project services. All contractors specific to the identified projects will be contacted to quote a firm, fixed price for the County's specific project. The contractor shall be obligated to quote a price at the time the County contacts the contractor for a quote. The County will choose the project award based on the County's determination of the lowest and best responsive vendor among the qualified vendors for the specific project. The firm, fixed total price quoted for

the specific purchase shall be contractually binding on the contractor for that specific order.

2.2.2 No project performed under the contract shall exceed a total cost of \$20,000.00. Projects that are estimated to cost \$20,000.00 or more shall be purchased by the County outside the contract consistent with County rules, laws and procedures.

2.2.3 The County reserves the right to cancel the contract of a vendor who consistently fails to respond to the County's requests for quotations.

2.2.4 For any additional work that is not foreseen at the time the County identifies the project, but may be required because of reasonably unforeseen circumstances at the time of the project, the contractor shall be allowed to recompute project pricing based on unit pricing for labor, materials and equipment that has been quoted on the Vendor Response and Pricing Pages.

2.3

Project Completion:

2.3.1

At the time the County determines it has a project, the project-specific vendors will also be required to state in writing a specific project completion time for the specific project. Project completion must be stated in calendar days after receipt of the order (ARO). The project completion days quoted shall be contractually binding on the contractor for that specific order, subject to the County's requests for delay.

2.3.2

The contractor and/or the contractor's subcontractor(s) shall deliver services in accordance with the contracted delivery times stated herein to the County upon receipt of an authorized purchase order.

2.3.3

All equipment, materials and supplies necessary to perform requested project services shall be delivered to the County work site by the contractor, including unloading shipments at the County's dock or other designated unloading site as requested by the County.

2.4

Work Estimates:

2.4.1

The contractor shall understand and agree that the County makes no guarantees about the amount of work the contractor may experience under the contract.

2.4.2

The contractor shall not allow a temporary personnel to provide more than 1,040 hours of service within a twelve (12) consecutive month period. The 1,040 hours shall be considered a limitation on the total of all the temporary personnel services a particular temporary personnel can provide within a twelve (12) consecutive month period for all County offices.

2.5

Hiring of Temporary Personnel:

2.5.1

Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the County from employing any temporary personnel furnished by the contractor. In the event the County employs such temporary personnel after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

- 2.6 Service Locations:** The contractor shall provide requested service at all of the following County sites in Columbia, Missouri as requested by the County:
- a. Boone County Government Center, 801 East Walnut Street, Columbia
 - b. Boone County Sheriff's Department, 2121 County Drive, Columbia
 - c. Sheriff's Department Annex, 2111 County Drive, Columbia
 - d. Emergency Communication Center, 2145 County Drive, Columbia
 - e. Emergency Management, 609 E. Walnut Street, Columbia
 - f. Boone County Courthouse, 705 East Walnut Street, Columbia
 - g. Boone County Public Works, 5551 Tom Bass Road, Columbia
 - h. Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
 - i. Boone County Annex, 613 East Ash Street, Columbia
 - j. Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
 - k. Johnson Building, 601 East Walnut Street, Columbia
- 2.7 Scheduling Of Service:** The contractor shall perform project services as needed, if needed as requested by the Boone County Facilities Maintenance Department. Final project performance shall be consistent with the contractor's quoted project completion date.
- 2.7.1 Work Hours:** The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. excluding holidays as identified in the Vendor Response and Pricing Pages. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.
- 2.7.2** The contractor shall return all service calls made by the County within one (1) hour of notification during normal service hours. The contractor must state a realistic and true time when project work will be scheduled. If this proposed schedule is acceptable to the County representative, the contractor shall place the project on the contractor's work schedule.
- 2.7.3** The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all work under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office. The decision of the County regarding scheduled work shall be final in the event of conflict.
- 2.7.4** Emergency Services: The contractor may be required to perform emergency repairs at times other than normal working hours if so requested and authorized by the County. In such event, the contractor shall be entitled to the hourly price for emergency services performed outside of normal business hours as quoted on the Vendor Response and Pricing Pages of the contract. This same emergency hourly price shall apply to all job classifications.
- 2.8 Delivery Of Service:**
- 2.8.1** All service shall be performed in a timely manner within thirty (30) business days of the County's request, or as otherwise scheduled and agreed between the contractor and the County (see also paragraph 2.7.2 herein). The contractor must communicate all delays of

service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

2.9 Work Quality and Work Tasks:

- 2.9.1 The contractor shall provide project services that meet all indicated specifications pursuant to the County's request.
- 2.9.2 All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards specific to the work and trade of requested service. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.9.3 All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.9.4 As applicable to the project, the contractor, in addition to complying with all pertinent codes and regulations, shall also comply with the following specific codes:
- a. All pertinent and current requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.9.5 The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.

2.10 Final Inspection and Approval:

- 2.10.1 The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.10.2 In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.

2.11 Equipment/Safety:

2.11.1 The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. 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.

2.11.2 In addition, the contractor shall be responsible for providing all equipment, (e.g., lifts, ladders, etc.) appropriate to the task in order to successfully perform requested services on a timely basis.

2.12 Property Damage:

2.12.1 The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The 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 the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration required as a result of said damages/breakage shall be performed at no additional cost to the County.

2.13 Trained, Experienced and Certified Staff Required:

2.13.1 The contractor's personnel shall be trained, experienced, and as applicable certified to perform requested service.

2.14 Permits Requirement – Build Price Into Project Quote As Needed:

2.14.1 The contractor shall be responsible for obtaining any and all required permits in order to conduct requested services under the contract. The contractor shall build the cost to obtain necessary permits specific to the project into pricing quoted for the specific project. Before buying any permits for any projects, the contractor shall check with the County to inquire about the possibility of waiving the requirement for a permit.

2.15 Pricing:

2.15.1 Project pricing shall be based on hourly and materials pricing quoted on the Vendor Response and Pricing Pages. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.15.2 Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.15.3 If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.4 If renewal percentages are not provided, or are quoted as “zero,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16 Billing and Payment:

- 2.16.1 Payment will be made by the County within thirty (30) calendar days from receipt of a correct statement from the contractor. All unit pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Unit pricing shall be firm and fixed for the specific contract period. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.16.2 All project pricing must be based on quoted unit pricing. The contractor shall be paid the specific quoted total project price upon completion of the project, and acceptance of the contractor’s work by the County. All required permit fees must be built into the specific quoted project total price (see also paragraph 2.14.1 herein).

2.17 Contract Period:

- 2.17.1 The contract period shall be from **the Date of Award through October 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
- 2.17.2 **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.18 Contract Documents:

- 2.18.1 The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.19 Insurance Requirements:

2.19.1 The Contractor shall not commence work under the 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.

2.19.2 **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the 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 the 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.

2.19.3 **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a**

“Follow-Form” basis.

- 2.19.4 **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.19.5 **Subcontractors:** The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.6 **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the 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.
- 2.19.7 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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.

Certificate Holder address:
County of Boone, Missouri

C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

2.20 Employment of Unauthorized Aliens Prohibited:

- 2.20.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.20.2. As a condition for the award of 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.20.3. The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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.

2.21 Prevailing Wage Requirements:

- 2.21.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. 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 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. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.
 - a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of

labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the 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 the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor 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, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County

provides to the contractor a project which is determined to be applicable to prevailing wage law.

2.22 OSHA PROGRAM REQUIREMENTS:

2.22.1 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. 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.** 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.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

- 3.2 **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The 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, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - 3.2.2. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
 - 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which bids are best suited to meet the County's needs while minimizing potential costs to the County. The County's choice of contractors does not imply that one bidder is superior to another, but simply that in the

County's judgment the vendors selected appear to offer the best overall solutions for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of potential cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

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: _____

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand):

4.8.2 Type or Print Signed Name:

4.8.3 Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing _____
- b. Painting _____

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ _____ /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ _____ /hr
	Labor, All Job Classifications – Holidays	\$ _____ /hr
4.11.3	Flat rate per hour for Emergency Service	\$ _____ /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

- 4.11.5 Labor, All Job Classifications - Normal Business Hours \$ _____ /hr
- 4.11.6 Labor, All Job Classifications - Nights/Weekends \$ _____ /hr
- 4.11.7 Labor, All Job Classifications – Holidays \$ _____ /hr
- 4.11.8 Flat rate per hour for Emergency Service \$ _____ /hr
(outside normal business hours, to include all workers and repairs)

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor’s actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder’s actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

- 4.11.9 Materials Cost: \$0.00 - \$999.00 _____ % markup over cost
- 4.11.10 Materials Cost: \$1,000.00 - \$5,999.00 _____ % markup over cost
- 4.11.11 Materials Cost: \$6,000.00 and up _____ % markup over cost
- Rental Equipment Cost - per each rented unit _____ % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

_____ Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____ Applicant

_____ Date

_____ Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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

(RETURNED AT THE END OF A COMPLETED PROJECT)

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____
_____(Company). I am aware of the requirements for OSHA training set out in §292.675 Revised
Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied
and there has been no exception to the full and complete compliance with said provisions relating to the required
OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

_____ Date

_____ Printed Name

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

_____ Notary Public



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 34-27SEP18 – Job Order Contracting Services, QVL – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
JOB ORDER CONTRACTING – QUALIFIED VENDORS LIST**

THIS AGREEMENT dated the 15th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Weathercraft, Inc.** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Job Order Contracting – Qualified Vendors List, Term and Supply**, County of Boone Request for Bid, bid number **34-27SEP18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 27, 2018**, executed by **Matthew P. Fifer** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through October 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with roofing, waterproofing, and sheet metal flashing and trim work as needed if needed in accordance with RFB specifications and in conformity with the contract documents for the quoted prices and materials mark-up as set forth in the Contractor’s bid response, as needed and as ordered by the County:

Non-Prevailing Wage Labor Pricing, Maintenance Projects	Firm, Fixed Pricing
4.11.1) Labor, All Job Classifications – Normal Business Hours	\$87.00 per hour
4.11.2) Labor, All Job Classifications – Nights/Weekends	\$107.00 per hour
4.11.3) Labor, All Job Classifications – Holidays	\$132.00 per hour
4.11.4) Flat rate per hour Emergency Service	\$87.00 per hour
Prevailing Wage Labor Pricing	
4.11.5) Labor, All Job Classifications – Normal Business Hours	\$87.00 per hour
4.11.6) Labor, All Job Classifications – Nights/Weekends	\$107.00 per hour

4.11.7) Labor, All Job Classifications – Holidays	\$132.00 per hour
4.11.8) Flat rate per hour Emergency Service	\$107.00 per hour
Materials Costs	
4.11.9) Materials Cost Price Range: \$0.00-\$999.00	15% mark-up over cost
4.11.10) Materials Cost Price Range: \$1,000.00-\$5,999.00	15% mark-up over cost
4.11.11) Materials Cost Price Range: \$6,000.00 and up	15% mark-up over cost
4.11.12) Rental Equipment Cost – per each rented unit	10% mark-up over cost

4. Delivery –The contractor shall coordinate with the County regarding delivery of service, consistent with requirements stated in RFB 34-27SEP18.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

WEATHERCRAFT, INC.

by Matthew P J
title President

BOONE COUNTY, MISSOURI

by Boone County Commission
Daniel K Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Brianna L Lennon
~~Taylor W. Burks, County Clerk~~
Brianna L. Lennon

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: T+S

June Pitchford by jj 12/28/2018
Signature Date Appropriation Account

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



County of Boone


Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1 Company Name: Weathercraft Inc.
- 4.2 Address: PO BOX 105108
- 4.3 City/Zip: Jefferson City MO 65110
- 4.4 Phone Number: 573-635-0141
- 4.5 Fax Number: 573-635-0238
- 4.6 E-Mail Address: mf@wcrfg.com
- 4.7 Federal Tax ID: 43-1206531

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand): 

4.8.2 Type or Print Signed Name: Matthew P. Fifer

4.8.3 Today's Date: 9-27-2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing
- b. Painting

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

Waterproofing _____

Sheet Metal Flashing & Trim _____

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ 87.00 /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ 107.00 /hr
	Labor, All Job Classifications – Holidays	\$ 132.00 /hr
4.11.3	Flat rate per hour for Emergency Service	\$ 87.00 /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ 87.00	/hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ 107.00	/hr
4.11.7	Labor, All Job Classifications – Holidays	\$ 132.00	/hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ 107.00	/hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder's actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	15	% markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	15	% markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	15	% markup over cost
	Rental Equipment Cost - per each rented unit	10	% markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

5 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: ✓ OR Minimum Decrease: _____

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

10 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: ✓ OR Minimum Decrease: _____

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

15 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: ✓ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

20 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

5 Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: Matthew P. Fifer

Job Title: President

Phone Number: 573-821-2134

E-Mail: mf@wcrfg.com

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: Matthew P. Fifer

Job Title: President

Phone Number: 573-821-2134

E-Mail: mf@wcrfg.com

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes or - No

If "Yes" is circled, describe details about subcontractors below:

Sheet Metal Flashing & Trim Would be provided and installed by our Parent company Natsch Co Inc.

John R. Ashcroft Secretary of State
 2018 ANNUAL REGISTRATION REPORT
 BUSINESS

00220250
Date Filed: 2/12/2018
John R. Ashcroft
Missouri Secretary of State

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2018

00220250
 WEATHERCRAFT, INC.
 MATTHEW P FIFER
 1142 OSAGE BEND ROAD PO BOX 105108
 JEFFERSON CITY MO 65110

RENEWAL MONTH:
JANUARY

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

11595 County Road 395 (Required)

1 STREET
 Hartsburg MO 65039
 CITY / STATE ZIP

If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent _____

2 IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address _____

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST PRESIDENT AND SECRETARY BELOW</u>	A	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <u>MUST LIST AT LEAST ONE DIRECTOR BELOW</u>	B
<u>PRESIDENT</u> Fifer, Matthew STREET 1142 Osage Bend Road CITY/STATE/ZIP <u>Jefferson City MO 65101</u>		<u>NAME</u> Fifer, Thomas STREET 906 Osage Bend Road CITY/STATE/ZIP <u>Jefferson City MO 65101</u>	
<u>SECRETARY</u> Wehmeyer, Allen STREET 1095 Branch CITY/STATE/ZIP <u>Holts Summit MO 65043</u>		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	
STREET _____ CITY/STATE/ZIP _____		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	
STREET _____ CITY/STATE/ZIP _____		<u>NAME</u> _____ STREET _____ CITY/STATE/ZIP _____	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. *

4 Authorized party or officer sign here Sheri Prenger (Required)

Please print name and title of signer: Sheri Prenger / Other
 NAME TITLE

REGISTRATION REPORT FEE IS:
 ___ \$20.00 If filed on or before 4/30/2018
 ___ \$35.00 If filed on or before 5/31/2018
 ___ \$50.00 If filed on or before 6/30/2018
 ___ \$65.00 If filed on or before 7/31/2018
 ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): _____



City of Columbia, MO.
BUSINESS LICENSE

Beginning 1st day of July a penalty of 15% of the annual fee will be charged each month or partial month the license remains unpaid.

19 00004526 ← LICENSE NO.

CONTROL NO.
 3768

POST IN A CONSPICUOUS PLACE

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

CLASS OF BUSINESS		
GEN CONTRACTOR - OUTSIDE CITY		THRU 6/30/19
BUSINESS LOCATION	DATE OF ISSUE	
OUTSIDE BOONE COUNTY	6/12/18	\$ [REDACTED]

TOTAL

WEATHERCRAFT, INC

WEATHERCRAFT, INC
 P O BOX 105108
 JEFFERSON CITY MO 65110

MANAGER

PHONE NUMBER

Janice W. Finley
 LICENSE OFFICIAL

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Licensed in the State of Missouri, Boone County

All employess are 10hr OSHA Certified

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

Christmas, New Years Day, Easter Day, Memorial Day, Fourth of July. Labor Day & Thanksgiving

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: See Attached

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: See Attached

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

N/A

End of Response Form

Weathercraft, Inc.
PO Box 105108
Jefferson City, MO 65110
Phone: (573) 635-0141 Fax: (573) 635-0238

Incorporated in April 1980 State of Missouri
Missouri Charter #: 00220250
Federal Tax #: 43-1206531
D-U-N-S # 03-945-3162

<u><i>Name</i></u>	<u><i>Title</i></u>	<u><i>% Owned</i></u>	<u><i>Years of Business Experience</i></u>
Matthew P Fifer	President	100	26 Roofing
Amy L Fifer	Executive VP		
Thomas L Fifer	Vice President		47 Roofing
Allen D. Wehmeyer	Secretary & VP of Sales		28 Estimating

Trade References:

Scruggs Lumber Co
1707 Christy Drive
Jefferson City, MO 65101

573-635-6881

Crown C Supply
5130 Manchester Ave
St Louis, MO 63110
Contact: Brad Hagen
314-645-4640
bradh@crowncsupply.com

SPEC Roofing Supply
2850 Roe Lane
Kansas City, MO 66103
Contact: Brian Boots
913 262-0505
brianboots@yahoo.com

Roofers Mart
7208 Weil Ave
Shrewsbury, MO 63119
Contact: Jake Postawko
314-968-9366
jpostawko@roofersmartinc.com

Bonding Company:

Charles L. Crane Agency
C & G Midwest Insurers Agency, Inc.
400 Chesterfield Parkway, Suite 320
Chesterfield, MO 63017
800-737-7007

Bank Reference:

Central Bank
Attn: Patrick McKim
238 Madison Street
Jefferson City, MO 65101

573 634-1234
Account #: 0-4429-6

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Matthew P. Fifer President

Name and Title of Authorized Representative



Signature

9-27-2018

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

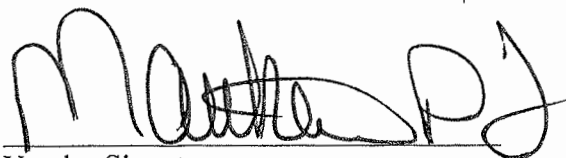
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

9-27-2018

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Weathercraft, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 205667

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

Company ID Number: 205667

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 205667

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 205667

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 205667

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Weathercraft, Inc.

Matt Fifer

Name (Please Type or Print)

President

Title

Electronically Signed

Signature

04/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/13/2009

Date

Company ID Number: 205667

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Matt Fifer**
Telephone Number: **(573) 635 - 0141**
E-mail Address: **mf@wcrfg.com**

Fax Number: **(573) 635 - 0238**

Name: **Sheri Prenger**
Telephone Number: **(573) 635 - 0141**
E-mail Address: **sp@wcrfg.com**

Fax Number: **(573) 635 - 0238**



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **34-27SEP18**

Commodity Title: **Job Order Contracting, Qualified Vendors List –
Term and Supply**

**VENDORS: DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Thursday, September 27, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 27, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Affidavit for Compliance with Prevailing Wage**

- **Affidavit of Compliance with OSHA Training**
- **Standard Terms and Conditions**
- **“No Bid” Response Form**
- **State Prevailing Wage Order 25**

Insertion Date: 9/6/18

1. Introduction and General Conditions of Bidding

1.1 INVITATION: This document is a Request for Bid (RFB) for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1 Qualified Vendors List: This document constitutes a request for sealed bids from prospective bidders for the development of a Qualified Vendors List (QVL) for Job Order Contracting in accordance with the requirements and provisions stated herein. The Qualified Vendors List will be used by the County Facilities Management Office to pre-qualify vendors for use on future facilities maintenance projects that will be identified by the County.

1.1.2 Job Order Contract: A Job Order Contract (JOC) is a contract for a fixed term in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract.

1.2 DEFINITIONS, GENERAL:

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 RFB 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/Vendor: These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or

services.

- 1.2.3 **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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.

Note: This RFB excludes Electrical, HVAC, and Plumbing services which are covered under separate contracts at this time. Electrical service is covered under contract 34-24JUN15; HVAC service is covered under contract 57-23SEP15, and Plumbing is covered under contract 38-17OCT17.

- 1.2.4 **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3 **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

- 1.3.1 **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2 **Bid Addendum:** If it becomes evident that this RFB 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:** The County anticipates making multiple awards of contracts in order to develop a Qualified Vendors List. Awards will be made to the bidders whose bids provide the greatest potential value to the County from the standpoint of suitability to purpose, quality, service, previous experience, or for any other reason deemed by Purchasing to be in the best interest of the County.

- 1.4.1 The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5 **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1 **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6 **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **Scope of Work**

2.1 **General Requirements:**

2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for future facilities management projects identified by the Boone County Facilities Management Office that will be competitively bid between qualified vendors on a project basis as projects are identified. The contractor shall understand and agree that the purpose of the contract is to obtain services supplemental to Facilities Management Office operations on an as needed, when needed basis.

2.1.2 Boone County, hereafter referred to as "County," proposes to contract with an individuals or organizations, hereinafter referred to as "Contractors" for Term and Supply contracts for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform one, some or all of the following job order contracting services as requested on an as needed, if needed basis by the County:

- a. Roofing
- b. Painting
- c. Other Vendor-Defined Related Services the County may need.

2.2 **The Project Quoting Process and Project Award:**

2.2.1 The contractor shall understand and agree that at the time the County determines it needs a specific facilities management service, the County shall identify the nature of the project, and request project pricing from all qualified vendors who can provide identified project services. All contractors specific to the identified projects will be contacted to quote a firm, fixed price for the County's specific project. The contractor shall be obligated to quote a price at the time the County contacts the contractor for a quote. The County will choose the project award based on the County's determination of the lowest and best responsive vendor among the qualified vendors for the specific project. The firm, fixed total price quoted for

the specific purchase shall be contractually binding on the contractor for that specific order.

2.2.2 No project performed under the contract shall exceed a total cost of \$20,000.00. Projects that are estimated to cost \$20,000.00 or more shall be purchased by the County outside the contract consistent with County rules, laws and procedures.

2.2.3 The County reserves the right to cancel the contract of a vendor who consistently fails to respond to the County's requests for quotations.

2.2.4 For any additional work that is not foreseen at the time the County identifies the project, but may be required because of reasonably unforeseen circumstances at the time of the project, the contractor shall be allowed to recompute project pricing based on unit pricing for labor, materials and equipment that has been quoted on the Vendor Response and Pricing Pages.

2.3

Project Completion:

2.3.1

At the time the County determines it has a project, the project-specific vendors will also be required to state in writing a specific project completion time for the specific project. Project completion must be stated in calendar days after receipt of the order (ARO). The project completion days quoted shall be contractually binding on the contractor for that specific order, subject to the County's requests for delay.

2.3.2

The contractor and/or the contractor's subcontractor(s) shall deliver services in accordance with the contracted delivery times stated herein to the County upon receipt of an authorized purchase order.

2.3.3

All equipment, materials and supplies necessary to perform requested project services shall be delivered to the County work site by the contractor, including unloading shipments at the County's dock or other designated unloading site as requested by the County.

2.4

Work Estimates:

2.4.1

The contractor shall understand and agree that the County makes no guarantees about the amount of work the contractor may experience under the contract.

2.4.2

The contractor shall not allow a temporary personnel to provide more than 1,040 hours of service within a twelve (12) consecutive month period. The 1,040 hours shall be considered a limitation on the total of all the temporary personnel services a particular temporary personnel can provide within a twelve (12) consecutive month period for all County offices.

2.5

Hiring of Temporary Personnel:

2.5.1

Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the County from employing any temporary personnel furnished by the contractor. In the event the County employs such temporary personnel after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

2.6 Service Locations: The contractor shall provide requested service at all of the following County sites in Columbia, Missouri as requested by the County:

- a. Boone County Government Center, 801 East Walnut Street, Columbia
- b. Boone County Sheriff's Department, 2121 County Drive, Columbia
- c. Sheriff's Department Annex, 2111 County Drive, Columbia
- d. Emergency Communication Center, 2145 County Drive, Columbia
- e. Emergency Management, 609 E. Walnut Street, Columbia
- f. Boone County Courthouse, 705 East Walnut Street, Columbia
- g. Boone County Public Works, 5551 Tom Bass Road, Columbia
- h. Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
- i. Boone County Annex, 613 East Ash Street, Columbia
- j. Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
- k. Johnson Building, 601 East Walnut Street, Columbia

2.7 Scheduling Of Service: The contractor shall perform project services as needed, if needed as requested by the Boone County Facilities Maintenance Department. Final project performance shall be consistent with the contractor's quoted project completion date.

2.7.1 Work Hours: The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. excluding holidays as identified in the Vendor Response and Pricing Pages. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.7.2 The contractor shall return all service calls made by the County within one (1) hour of notification during normal service hours. The contractor must state a realistic and true time when project work will be scheduled. If this proposed schedule is acceptable to the County representative, the contractor shall place the project on the contractor's work schedule.

2.7.3 The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all work under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office. The decision of the County regarding scheduled work shall be final in the event of conflict.

2.7.4 Emergency Services: The contractor may be required to perform emergency repairs at times other than normal working hours if so requested and authorized by the County. In such event, the contractor shall be entitled to the hourly price for emergency services performed outside of normal business hours as quoted on the Vendor Response and Pricing Pages of the contract. This same emergency hourly price shall apply to all job classifications.

2.8 Delivery Of Service:

2.8.1 All service shall be performed in a timely manner within thirty (30) business days of the County's request, or as otherwise scheduled and agreed between the contractor and the County (see also paragraph 2.7.2 herein). The contractor must communicate all delays of

service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

2.9 Work Quality and Work Tasks:

2.9.1 The contractor shall provide project services that meet all indicated specifications pursuant to the County's request.

2.9.2 All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards specific to the work and trade of requested service. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

2.9.3 All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.

2.9.4 As applicable to the project, the contractor, in addition to complying with all pertinent codes and regulations, shall also comply with the following specific codes:

- a. All pertinent and current requirements of the local codes and utility companies.
- b. National Electric Code, latest edition.
- c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

2.9.5 The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.

2.10 Final Inspection and Approval:

2.10.1 The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.10.2 In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.

2.11 Equipment/Safety:

2.11.1 The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. 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.

2.11.2 In addition, the contractor shall be responsible for providing all equipment, (e.g., lifts, ladders, etc.) appropriate to the task in order to successfully perform requested services on a timely basis.

2.12 Property Damage:

2.12.1 The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The 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 the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration required as a result of said damages/breakage shall be performed at no additional cost to the County.

2.13 Trained, Experienced and Certified Staff Required:

2.13.1 The contractor's personnel shall be trained, experienced, and as applicable certified to perform requested service.

2.14 Permits Requirement – Build Price Into Project Quote As Needed:

2.14.1 The contractor shall be responsible for obtaining any and all required permits in order to conduct requested services under the contract. The contractor shall build the cost to obtain necessary permits specific to the project into pricing quoted for the specific project. Before buying any permits for any projects, the contractor shall check with the County to inquire about the possibility of waiving the requirement for a permit.

2.15 Pricing:

2.15.1 Project pricing shall be based on hourly and materials pricing quoted on the Vendor Response and Pricing Pages. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.15.2 Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.15.3 If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.4 If renewal percentages are not provided, or are quoted as “zero,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16 Billing and Payment:

- 2.16.1 Payment will be made by the County within thirty (30) calendar days from receipt of a correct statement from the contractor. All unit pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Unit pricing shall be firm and fixed for the specific contract period. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.16.2 All project pricing must be based on quoted unit pricing. The contractor shall be paid the specific quoted total project price upon completion of the project, and acceptance of the contractor’s work by the County. All required permit fees must be built into the specific quoted project total price (see also paragraph 2.14.1 herein).

2.17 Contract Period:

- 2.17.1 The contract period shall be from **the Date of Award through October 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
- 2.17.2 **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.18 Contract Documents:

- 2.18.1 The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.19 Insurance Requirements:

2.19.1 The Contractor shall not commence work under the 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.

2.19.2 **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the 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 the 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.

2.19.3 **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a**

“Follow-Form” basis.

- 2.19.4 **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.19.5 **Subcontractors:** The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.6 **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the 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.
- 2.19.7 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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.

Certificate Holder address:
County of Boone, Missouri

C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

2.20 Employment of Unauthorized Aliens Prohibited:

- 2.20.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.20.2. As a condition for the award of 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.20.3. The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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.

2.21 Prevailing Wage Requirements:

- 2.21.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. 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 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. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

- a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of

labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the 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 the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor 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, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County

provides to the contractor a project which is determined to be applicable to prevailing wage law.

2.22 OSHA PROGRAM REQUIREMENTS:

2.22.1 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. 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.** 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.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The 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, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which bids are best suited to meet the County's needs while minimizing potential costs to the County. The County's choice of contractors does not imply that one bidder is superior to another, but simply that in the

County's judgment the vendors selected appear to offer the best overall solutions for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of potential cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

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: _____

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand):

4.8.2 Type or Print Signed Name:

4.8.3 Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing _____
- b. Painting _____

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ _____ /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ _____ /hr
	Labor, All Job Classifications – Holidays	\$ _____ /hr
4.11.3	Flat rate per hour for Emergency Service	\$ _____ /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

- 4.11.5 Labor, All Job Classifications - Normal Business Hours \$ _____ /hr
- 4.11.6 Labor, All Job Classifications - Nights/Weekends \$ _____ /hr
- 4.11.7 Labor, All Job Classifications – Holidays \$ _____ /hr
- 4.11.8 Flat rate per hour for Emergency Service \$ _____ /hr
(outside normal business hours, to include all workers and repairs)

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor’s actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder’s actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

- 4.11.9 Materials Cost: \$0.00 - \$999.00 _____ % markup over cost
- 4.11.10 Materials Cost: \$1,000.00 - \$5,999.00 _____ % markup over cost
- 4.11.11 Materials Cost: \$6,000.00 and up _____ % markup over cost
- Rental Equipment Cost - per each rented unit _____ % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

_____ Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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

(RETURNED AT THE END OF A COMPLETED PROJECT)

AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____ (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

Affiant Date

Printed Name

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

Notary Public



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 34-27SEP18 – Job Order Contracting Services, QVL – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
JOB ORDER CONTRACTING – QUALIFIED VENDORS LIST**

THIS AGREEMENT dated the 15th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Blue Bear, Inc.** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Job Order Contracting – Qualified Vendors List, Term and Supply**, County of Boone Request for Bid, bid number **34-27SEP18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 27, 2018**, executed by **Lotus Millin** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through October 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with painting and fencing work as needed if needed in accordance with RFB specifications and in conformity with the contract documents for the quoted prices and materials mark-up as set forth in the Contractor’s bid response, as needed and as ordered by the County:

Non-Prevailing Wage Labor Pricing, Maintenance Projects	Firm, Fixed Pricing
4.11.1) Labor, All Job Classifications – Normal Business Hours	\$28.95 per hour
4.11.2) Labor, All Job Classifications – Nights/Weekends	\$34.50 per hour
4.11.3) Labor, All Job Classifications – Holidays	\$47.25 per hour
4.11.4) Flat rate per hour Emergency Service	\$50.00 per hour
Prevailing Wage Labor Pricing	
4.11.5) Labor, All Job Classifications – Normal Business Hours	\$53.90 per hour
4.11.6) Labor, All Job Classifications – Nights/Weekends	\$58.21 per hour

4.11.7) Labor, All Job Classifications – Holidays	\$55.00 per hour
4.11.8) Flat rate per hour Emergency Service	\$50.00 per hour
Materials Costs	
4.11.9) Materials Cost Price Range: \$0.00-\$999.00	6% mark-up over cost
4.11.10) Materials Cost Price Range: \$1,000.00-\$5,999.00	10% mark-up over cost
4.11.11) Materials Cost Price Range: \$6,000.00 and up	12% mark-up over cost
4.11.12) Rental Equipment Cost – per each rented unit	8% mark-up over cost

4. Delivery –The contractor shall coordinate with the County regarding delivery of service, consistent with requirements stated in RFB 34-27SEP18.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff’s Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BLUE BEAR, INC.

by *John M. [Signature]*

title *President*

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Brianna L. Lennon
~~Taylor W. Burks~~, County Clerk
Brianna L. Lennon

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: *T45*

[Signature] by *jj* *12/28/2018*
Signature Date Appropriation Account

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



County of Boone


Purchasing Department

4. **Vendor's Response and Pricing Pages**

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1 Company Name: Blue Bear Inc
- 4.2 Address: PO Box 860742
- 4.3 City/Zip: Shawnee, KS 66218
- 4.4 Phone Number: 913 - 441-1717
- 4.5 Fax Number: n/A
- 4.6 E-Mail Address: lotus @ bluebearinc.net
- 4.7 Federal Tax ID: 45-2933295

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1 Authorized Representative (Sign By Hand):

- 4.8.2 Type or Print Signed Name:
LOTUS MILLER
- 4.8.3 Today's Date: 9/27/2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing
- b. Painting

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

Fencing (All types)

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>		<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ <u>28.95</u> /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ <u>34.50</u> /hr
	Labor, All Job Classifications - Holidays	\$ <u>47.25</u> /hr
4.11.3	Flat rate per hour for Emergency Service	\$ <u>50.00</u> /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ <u>53.⁹⁰</u> /hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ <u>58.²¹</u> /hr
4.11.7	Labor, All Job Classifications - Holidays	\$ <u>55.⁰⁰</u> /hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ <u>50.⁰⁰</u> /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder's actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	<u>6</u> % markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	<u>10</u> % markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	<u>12</u> % markup over cost
	Rental Equipment Cost - per each rented unit	<u>8</u> % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 **Renewal Option Percentage Price Adjustment**
1st Renewal Period: November 1, 2019 – October 31, 2020

8 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.11.14 **Renewal Option Percentage Price Adjustment**
2nd Renewal Period: November 1, 2020 – October 31, 2021

10 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.11.15 **Renewal Option Percentage Price Adjustment**
3rd Renewal Period: November 1, 2021 – October 31, 2022

10 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

10 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease:

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

12 Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: Lotus Millin

Job Title: President

Phone Number: 913-441-1717

E-Mail: lotus@bluebearinc.net

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: Lotus Millin

Job Title: President

Phone Number: 816-308-3373

E-Mail: lotus@bluebearinc.net

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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.
Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

OSHA, Renovation

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

Standard employee holidays - Christmas, Thanksgiving
New Year, Labor Day, Memorial Day, Day after Thanksgiving

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: Johnson County Community College

Contact Name: Robin Boyle

Contact's Title: Purchasing / Facilities

City: Overland Park State: KS

Telephone Number and Area Code: 913.469.3821

E-mail Address: rboyle@jccc.edu

Description of Equipment/Services Furnished: Master Vendor Paint Contract

Availability of Reference: 8:5 pm

Company/Entity Name: Kansas University

Contact Name: Craig Ross, Zone 2 manager

Contact's Title: Manager facilities

City: Lawrence State: KS

Telephone Number and Area Code: 785.864.2571

E-mail Address: C556r289@ku.edu

Description of Equipment/Services Furnished: Master Vendor Paint Contract

Availability of Reference: 7:30am - 3pm

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

n/a

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Lotus Millin, President

Name and Title of Authorized Representative

Janice

Signature

9/26/18

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

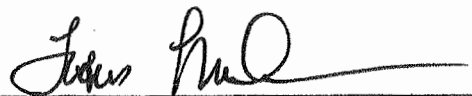
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

9/26/18

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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=75bcc2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bcc2e261405110VgnVCM1000004718190aRCRD>

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, choose one of the three options that applies. 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*.

Company ID Number: 899228

Approved by:

Employer Blue Bear Inc	
Name (Please Type or Print) Lotus L Millin	Title
Signature Electronically Signed	Date 08/05/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/05/2015

Company ID Number: 899228

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Blue Bear Inc
Company Facility Address	6366 Noble Street Shawnee, KS 66218
Company Alternate Address	PO Box 860742 Shawnee, KS 66218
County or Parish	JOHNSON
Employer Identification Number	452933295
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Johnson)
) ss
 State of Kansas)

My name is Lotus Millin. I am an authorized agent of Blue Bear, Inc.

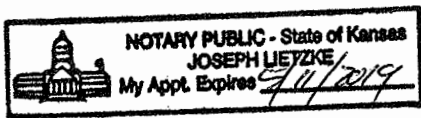
_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 9/26/18
 Affiant Date

Lotus Millin
 Printed Name

Subscribed and sworn to before me this 27th day of September, 2018.



[Signature]
 Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.



**Blue Bear Inc Self-performed work
Painting References
2018 similar contracts**

Client	Location	Term of Painting contract
Clay County, Missouri	All of Clay County, Mo	Five year contract with annual renewal options
UMKC, KCMO	University of Missouri –KC campus painting	Five year contract with annual renewal options with a General Contractor
City of Olathe	Olathe, Ks	Five year contract with one additional year with annual renewals.
Johnson County Community College	Overland Park, Ks – Campus painting	Five year contract with one additional year with annual renewals.
Olathe School District	Olathe, Ks	Seven year contract with annual renewal options
University of Kansas	Lawrence, Ks	Five year contract with one additional year with annual renewals.
City of Olathe, Ks	All designated facility, Olathe, Ks	Five year contract with one additional year with annual renewals.
Raytown School District	Raytown, Mo schools	Five year contract with annual renewal options



State of Missouri
John R. Ashcroft, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

F001327880
Date Filed: 12/17/2018
John R. Ashcroft
Missouri Secretary of State

Application for Reinstatement

(Submit with filing fee of \$55.00 for General Business, \$25.00 for Nonprofit)

1. The corporation's name is: Blue Bear of Kansas, Inc.

Charter #: F001327880

2. The date of the forfeiture/administrative dissolution was: 4/11/2018

3. The grounds for forfeiture/administrative dissolution which have been eliminated were:
(Check all that may apply)

- Failing to file an annual registration report;
- Failing to maintain a registered agent or office;
- Failing to extend the period of duration;
- Procuring its Charter/Authorization by fraud;
- Other

4. Attached is a certificate of tax clearance from the Department of Revenue reciting that all state taxes have been paid.

In Affirmation thereof, the facts stated above are true and correct:
 (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

John Millin

LOTUS MILLIN

10/19/18

Authorized Signature of officer or chairman of the board

Printed Name

Date

Name and address to return filed document:

Name: Lotus Millin

Address: PO Box 860742

City, State, and Zip Code: Shawnee, KS 66218

ORI-12182018-0998 State of Missouri
 No of Pages 2 Pages



Reinstatement of a General Business Corporation for Registra
 Corp 50AD (12/2010)

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF RESCISSION

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, hereby certify that the administrative dissolution or forfeiture entered against
BLUE BEAR INC

Using in Missouri the name

Blue Bear of Kansas, Inc.
F001327880

on 4/11/2018, as provided in the General and Business Corporation Law was this day rescinded, and said corporation was on this date hereby restored to good standing on the records of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of December, 2018.


Secretary of State





Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **34-27SEP18**

Commodity Title: **Job Order Contracting, Qualified Vendors List –
Term and Supply**

VENDORS: DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, September 27, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 27, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Affidavit for Compliance with Prevailing Wage**

- **Affidavit of Compliance with OSHA Training**
- **Standard Terms and Conditions**
- **“No Bid” Response Form**
- **State Prevailing Wage Order 25**

Insertion Date: 9/6/18

1. Introduction and General Conditions of Bidding

1.1 INVITATION: This document is a Request for Bid (RFB) for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1 Qualified Vendors List: This document constitutes a request for sealed bids from prospective bidders for the development of a Qualified Vendors List (QVL) for Job Order Contracting in accordance with the requirements and provisions stated herein. The Qualified Vendors List will be used by the County Facilities Management Office to pre-qualify vendors for use on future facilities maintenance projects that will be identified by the County.

1.1.2 Job Order Contract: A Job Order Contract (JOC) is a contract for a fixed term in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract.

1.2 DEFINITIONS, GENERAL:

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 RFB 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/Vendor: These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or

services.

- 1.2.3 **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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.

Note: This RFB excludes Electrical, HVAC, and Plumbing services which are covered under separate contracts at this time. Electrical service is covered under contract 34-24JUN15; HVAC service is covered under contract 57-23SEP15, and Plumbing is covered under contract 38-17OCT17.

- 1.2.4 **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3 **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

- 1.3.1 **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2 **Bid Addendum:** If it becomes evident that this RFB 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:** The County anticipates making multiple awards of contracts in order to develop a Qualified Vendors List. Awards will be made to the bidders whose bids provide the greatest potential value to the County from the standpoint of suitability to purpose, quality, service, previous experience, or for any other reason deemed by Purchasing to be in the best interest of the County.

- 1.4.1 The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5 **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1 **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6 **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **Scope of Work**

2.1 **General Requirements:**

2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for future facilities management projects identified by the Boone County Facilities Management Office that will be competitively bid between qualified vendors on a project basis as projects are identified. The contractor shall understand and agree that the purpose of the contract is to obtain services supplemental to Facilities Management Office operations on an as needed, when needed basis.

2.1.2 Boone County, hereafter referred to as "County," proposes to contract with an individuals or organizations, hereinafter referred to as "Contractors" for Term and Supply contracts for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform one, some or all of the following job order contracting services as requested on an as needed, if needed basis by the County:

- a. Roofing
- b. Painting
- c. Other Vendor-Defined Related Services the County may need.

2.2 **The Project Quoting Process and Project Award:**

2.2.1 The contractor shall understand and agree that at the time the County determines it needs a specific facilities management service, the County shall identify the nature of the project, and request project pricing from all qualified vendors who can provide identified project services. All contractors specific to the identified projects will be contacted to quote a firm, fixed price for the County's specific project. The contractor shall be obligated to quote a price at the time the County contacts the contractor for a quote. The County will choose the project award based on the County's determination of the lowest and best responsive vendor among the qualified vendors for the specific project. The firm, fixed total price quoted for

the specific purchase shall be contractually binding on the contractor for that specific order.

2.2.2 No project performed under the contract shall exceed a total cost of \$20,000.00. Projects that are estimated to cost \$20,000.00 or more shall be purchased by the County outside the contract consistent with County rules, laws and procedures.

2.2.3 The County reserves the right to cancel the contract of a vendor who consistently fails to respond to the County's requests for quotations.

2.2.4 For any additional work that is not foreseen at the time the County identifies the project, but may be required because of reasonably unforeseen circumstances at the time of the project, the contractor shall be allowed to recompute project pricing based on unit pricing for labor, materials and equipment that has been quoted on the Vendor Response and Pricing Pages.

2.3

Project Completion:

2.3.1

At the time the County determines it has a project, the project-specific vendors will also be required to state in writing a specific project completion time for the specific project. Project completion must be stated in calendar days after receipt of the order (ARO). The project completion days quoted shall be contractually binding on the contractor for that specific order, subject to the County's requests for delay.

2.3.2

The contractor and/or the contractor's subcontractor(s) shall deliver services in accordance with the contracted delivery times stated herein to the County upon receipt of an authorized purchase order.

2.3.3

All equipment, materials and supplies necessary to perform requested project services shall be delivered to the County work site by the contractor, including unloading shipments at the County's dock or other designated unloading site as requested by the County.

2.4

Work Estimates:

2.4.1

The contractor shall understand and agree that the County makes no guarantees about the amount of work the contractor may experience under the contract.

2.4.2

The contractor shall not allow a temporary personnel to provide more than 1,040 hours of service within a twelve (12) consecutive month period. The 1,040 hours shall be considered a limitation on the total of all the temporary personnel services a particular temporary personnel can provide within a twelve (12) consecutive month period for all County offices.

2.5

Hiring of Temporary Personnel:

2.5.1

Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the County from employing any temporary personnel furnished by the contractor. In the event the County employs such temporary personnel after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

2.6 Service Locations: The contractor shall provide requested service at all of the following County sites in Columbia, Missouri as requested by the County:

- a. Boone County Government Center, 801 East Walnut Street, Columbia
- b. Boone County Sheriff's Department, 2121 County Drive, Columbia
- c. Sheriff's Department Annex, 2111 County Drive, Columbia
- d. Emergency Communication Center, 2145 County Drive, Columbia
- e. Emergency Management, 609 E. Walnut Street, Columbia
- f. Boone County Courthouse, 705 East Walnut Street, Columbia
- g. Boone County Public Works, 5551 Tom Bass Road, Columbia
- h. Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
- i. Boone County Annex, 613 East Ash Street, Columbia
- j. Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
- k. Johnson Building, 601 East Walnut Street, Columbia

2.7 Scheduling Of Service: The contractor shall perform project services as needed, if needed as requested by the Boone County Facilities Maintenance Department. Final project performance shall be consistent with the contractor's quoted project completion date.

2.7.1 Work Hours: The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. excluding holidays as identified in the Vendor Response and Pricing Pages. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.7.2 The contractor shall return all service calls made by the County within one (1) hour of notification during normal service hours. The contractor must state a realistic and true time when project work will be scheduled. If this proposed schedule is acceptable to the County representative, the contractor shall place the project on the contractor's work schedule.

2.7.3 The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all work under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office. The decision of the County regarding scheduled work shall be final in the event of conflict.

2.7.4 Emergency Services: The contractor may be required to perform emergency repairs at times other than normal working hours if so requested and authorized by the County. In such event, the contractor shall be entitled to the hourly price for emergency services performed outside of normal business hours as quoted on the Vendor Response and Pricing Pages of the contract. This same emergency hourly price shall apply to all job classifications.

2.8 Delivery Of Service:

2.8.1 All service shall be performed in a timely manner within thirty (30) business days of the County's request, or as otherwise scheduled and agreed between the contractor and the County (see also paragraph 2.7.2 herein). The contractor must communicate all delays of

service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

2.9 Work Quality and Work Tasks:

- 2.9.1 The contractor shall provide project services that meet all indicated specifications pursuant to the County's request.
- 2.9.2 All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards specific to the work and trade of requested service. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.9.3 All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.9.4 As applicable to the project, the contractor, in addition to complying with all pertinent codes and regulations, shall also comply with the following specific codes:
- a. All pertinent and current requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.9.5 The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.

2.10 Final Inspection and Approval:

- 2.10.1 The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.10.2 In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.

2.11 Equipment/Safety:

2.11.1 The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. 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.

2.11.2 In addition, the contractor shall be responsible for providing all equipment, (e.g., lifts, ladders, etc.) appropriate to the task in order to successfully perform requested services on a timely basis.

2.12 Property Damage:

2.12.1 The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The 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 the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration required as a result of said damages/breakage shall be performed at no additional cost to the County.

2.13 Trained, Experienced and Certified Staff Required:

2.13.1 The contractor's personnel shall be trained, experienced, and as applicable certified to perform requested service.

2.14 Permits Requirement – Build Price Into Project Quote As Needed:

2.14.1 The contractor shall be responsible for obtaining any and all required permits in order to conduct requested services under the contract. The contractor shall build the cost to obtain necessary permits specific to the project into pricing quoted for the specific project. Before buying any permits for any projects, the contractor shall check with the County to inquire about the possibility of waiving the requirement for a permit.

2.15 Pricing:

2.15.1 Project pricing shall be based on hourly and materials pricing quoted on the Vendor Response and Pricing Pages. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.15.2 Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.15.3 If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.4 If renewal percentages are not provided, or are quoted as "zero," then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16 Billing and Payment:

- 2.16.1 Payment will be made by the County within thirty (30) calendar days from receipt of a correct statement from the contractor. All unit pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Unit pricing shall be firm and fixed for the specific contract period. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.16.2 All project pricing must be based on quoted unit pricing. The contractor shall be paid the specific quoted total project price upon completion of the project, and acceptance of the contractor's work by the County. All required permit fees must be built into the specific quoted project total price (see also paragraph 2.14.1 herein).

2.17 Contract Period:

- 2.17.1 The contract period shall be from **the Date of Award through October 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
- 2.17.2 **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.18 Contract Documents:

- 2.18.1 The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.19 Insurance Requirements:

2.19.1 The Contractor shall not commence work under the 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.

2.19.2 **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the 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 the 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.

2.19.3 **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a**

“Follow-Form” basis.

- 2.19.4 **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.19.5 **Subcontractors:** The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.6 **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the 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.
- 2.19.7 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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.

Certificate Holder address:
County of Boone, Missouri

C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

2.20 Employment of Unauthorized Aliens Prohibited:

- 2.20.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.20.2. As a condition for the award of 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.20.3. The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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.

2.21 Prevailing Wage Requirements:

- 2.21.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. 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 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. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.
 - a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of

labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the 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 the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor 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, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County

provides to the contractor a project which is determined to be applicable to prevailing wage law.

2.22 OSHA PROGRAM REQUIREMENTS:

2.22.1 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. 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.** 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.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The 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, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which bids are best suited to meet the County's needs while minimizing potential costs to the County. The County's choice of contractors does not imply that one bidder is superior to another, but simply that in the

County's judgment the vendors selected appear to offer the best overall solutions for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of potential cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

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: _____

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand):

4.8.2 Type or Print Signed Name:

4.8.3 Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing _____
- b. Painting _____

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ _____ /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ _____ /hr
	Labor, All Job Classifications – Holidays	\$ _____ /hr
4.11.3	Flat rate per hour for Emergency Service	\$ _____ /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ _____ /hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ _____ /hr
4.11.7	Labor, All Job Classifications – Holidays	\$ _____ /hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor’s actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder’s actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	_____ % markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	_____ % markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	_____ % markup over cost
	Rental Equipment Cost - per each rented unit	_____ % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor’s response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

_____ Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If “Yes” is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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.
Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 34-27SEP18 – Job Order Contracting Services, QVL – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
JOB ORDER CONTRACTING – QUALIFIED VENDORS LIST**

THIS AGREEMENT dated the 15th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Watkins Roofing, Inc.** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Job Order Contracting – Qualified Vendors List, Term and Supply**, County of Boone Request for Bid, bid number **34-27SEP18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 27, 2018**, executed by **Mark Emms** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through October 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with roofing, sheet metal flashing and trim work, and metal roof and wall panels work as needed if needed in accordance with RFB specifications and in conformity with the contract documents for the quoted prices and materials mark-up as set forth in the Contractor’s bid response, as needed and as ordered by the County:

Non-Prevailing Wage Labor Pricing, Maintenance Projects	Firm, Fixed Pricing
4.11.1) Labor, All Job Classifications – Normal Business Hours	\$90.00 per hour
4.11.2) Labor, All Job Classifications – Nights/Weekends	\$130.00 per hour over-time \$180.00 per hour Sundays
4.11.3) Labor, All Job Classifications – Holidays	\$180.00 per hour
4.11.4) Flat rate per hour Emergency Service	\$130.00 per hour
Prevailing Wage Labor Pricing	
4.11.5) Labor, All Job Classifications – Normal Business Hours	\$90.00 per hour

4.11.6) Labor, All Job Classifications – Nights/Weekends	\$130.00 per hour over-time \$180.00 per hour Sundays
4.11.7) Labor, All Job Classifications – Holidays	\$180.00 per hour
4.11.8) Flat rate per hour Emergency Service	\$130.00 per hour
Materials Costs	
4.11.9) Materials Cost Price Range: \$0.00-\$999.00	10% mark-up over cost
4.11.10) Materials Cost Price Range: \$1,000.00-\$5,999.00	8% mark-up over cost
4.11.11) Materials Cost Price Range: \$6,000.00 and up	6% mark-up over cost
4.11.12) Rental Equipment Cost – per each rented unit	6% mark-up over cost

4. Delivery –The contractor shall coordinate with the County regarding delivery of service, consistent with requirements stated in RFB 34-27SEP18.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

WATKINS ROOFING, INC.

by [Signature]
title President

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
~~Taylor W. Burles~~, County Clerk
Brianna L. Lennon

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100: T+S

[Signature] by jj 12/28/2018
Signature Date Appropriation Account

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



County of Boone

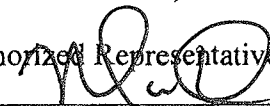
Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1 Company Name: Watkins Roofing, Inc.
- 4.2 Address: 4401 I-70 Drive SE
- 4.3 City/Zip: Columbia, 65201
- 4.4 Phone Number: 573-449-2951
- 4.5 Fax Number: 573-874-0201
- 4.6 E-Mail Address: watkinsroofing@socket.net
- 4.7 Federal Tax ID: 43-1003848

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1 Authorized Representative (Sign By Hand):

- 4.8.2 Type or Print Signed Name:
Mark Emms
- 4.8.3 Today's Date: 9-27-2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing X
- b. Painting

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

 Sheet Metal Flashing and Trim. Metal Roof and Wall Panels.

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ <u>90.00</u> /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ <u>130.00</u> overtime /hr
	Labor, All Job Classifications - Holidays	\$ <u>180.00</u> Sunday/hr
4.11.3	Flat rate per hour for Emergency Service	\$ <u>180.00</u> /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ 90.00 /hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ 130.00 Overtime /hr \$ 180.00 Sunday/hr
4.11.7	Labor, All Job Classifications – Holidays	\$ 180.00 /hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ 130.00 /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder's actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	10 % markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	8 % markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	6 % markup over cost
	Rental Equipment Cost - per each rented unit	6 % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

 2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

 4 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

 6 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease:

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

8 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

15 Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: Mark Emms

Job Title: President

Phone Number: 573-449-2951

E-Mail: watkinsroofing@socket.net

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: Nathan Dietiker

Job Title: Project Manager

Phone Number: 573-808-4127

E-Mail: NathanD@watkinsroofing.net

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

We carry a business license in the City of Columbia. All roofers carry a
10 hr OSHA Certification or higher/

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

We observe all Federal holidays

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

SEE ATTACHED. COMPLETED PROJECTS LIST

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

None

End of Response Form

Watkins Roofing

573-449-2951 / WatkinsRoofing@socket.net

Qualifications - Current and Past Job References

Current Projects Under Construction

		Description of Work
Project Title:	Mizzou South Endzone Expansion	New Construction
Cost Of Project:	\$627,050.00	PVC Roof
% Complete:	10%	Sheet Metal Flashing & Trim
Target Completion Date:	1/30/2019	
Name & Address Of Project Contact:	Mortenson Construction - Martha Leahy 700 Meadow Lane, Minneapolis, MN 55422	
Phone Number of Project Contact:	(816) 398-5922	
Project Title:	Hannibal Regional Healthcare System Phase III	New Construction
Cost Of Project:	\$731,700.00	TPO Membrane Roofing
% Complete:	65%	
Target Completion Date:	12/31/2018	
Name & Address Of Project Contact:	Murray Company - Mike Goering 1215 Fern Ridge Parkway, Suite 213, St. Louis, MO	
Phone Number of Project Contact:	(314)-576-2818	
Project Title:	Harrisburg Elementary School	Roof Replacement & Repairs
Cost Of Project:	\$141,533.00	EPDM Membrane Roofing
% Complete:	50%	
Target Completion Date:	10/31/2018	
Name & Address Of Project Contact:	Harrisburg School District - Greg Sublett 1000 S Harris Street, Harrisburg, MO 65256	
Phone Number of Project Contact:	(573)-864-9033	
Project Title:	CPS - Hickman High School CASA Building	Curb Flashing
Cost Of Project:	\$7,200.00	EPDM Roofing
% Complete:	10%	
Target Completion Date:	11/30/2018	
Name & Address Of Project Contact:	GBH Builders, Inc. 945 Jefferson City, MO 65102	
Phone Number of Project Contact:	573-893-3633	
Project Title:	AOD-MO Processing Facility	New Construction
Cost Of Project:	\$1,143,660.00	TPO Roofing
% Complete:	75%	Sheet metal flashing and trim
Target Completion Date:	12/31/2018	
Name & Address Of Project Contact:	Big-D Construction 5768 South 1475 East, Ogden, UT 84403	
Phone Number of Project Contact:	(801)-392-3200	

Completed Projects:

		Description of Work
Project Title:	Missouri Lottery Headquarters Roof Replacement	Roof Replacement
Cost Of Project:	\$606,440.00	TPO Reinforced Membrane
Name & Address Of Project Contact:	Bob Rehagen, State of Missouri 730 Truman Building, Jefferson City, MO	
Phone Number of Project Contact:	(573)-522-0002	
Date of Completion	9/12/2017	
Project Title:	District-wide Roof Improvements - Rockwood Schools	Roof Replacement
Cost Of Project:	\$863,566.00	TPO Roofing
Name & Address Of Project Contact:	Michael Schneider, Rockwood School District 17146 Manchester Road, Wildwood, MO 63040	
Phone Number of Project Contact:	636-733-3270	
Date of Completion	8/8/2017	
Project Title:	CPS - Jefferson Middle Partial Roof Replacement	Roof Replacement
Cost Of Project:	\$308,000.00	9 Sections
Name & Address Of Project Contact:	Charlie Oestreich - Facilities & Construction Services 5909 Paris Road, Columbia, MO 65202	EPDM Membrane Roofing
Phone Number of Project Contact:	(573)-214-3760	
Date of Completion	12/30/2016	
Project Title:	Jefferson City Readiness Center	Roof Replacement
Cost Of Project:	\$304,005.00	EPDM Roofing
Name & Address Of Project Contact:	Andy Distler, State of Missouri 6819 North Boundary Rd, Jefferson City, MO	
Phone Number of Project Contact:	(573)-638-9692	
Date of Completion	11/29/2016	
Project Title:	Palmyra School District - Middle School and Elementary School	
Cost Of Project:	\$236,000.00	
Name & Address Of Project Contact:	Palmyra R-1 School District 1703 South Main St, Palmyra, MO 63461	Roof Replacement
Phone Number of Project Contact:	Carl Moore - Modern Roof Consulting - (314) 973-6439	80 Mil TPO Roofing
Date of Completion	8/23/2016	
Project Title:	Boone County Emergency Communication Center	
Cost Of Project:	\$510,765.00	
Name & Address Of Project Contact:	Little Dixie Construction - Joe Gruender 3316 Lemone Industrial Blvd, Columbia, MO 65201	New Construction
Phone Number of Project Contact:	(573) 449-7200	SBS Roofing
Date of Completion	7/21/2016	Metal Wall Panels Sheet Metal Flashing
Project Title:	Marshall Airport Terminal Building Rehabilitation	
Cost Of Project:	\$120,000.00	Roof Replacement
Name & Address Of Project Contact:	Rhad Baker Construction 4851 County Road 219, Fulton, MO 65251	Modified Bituminous Roofing
Phone Number of Project Contact:	(573)-489-6470	Metal Wall Panels
Date of Completion	6/27/2016	

Completed Projects (Cont'd):

		Description of work
Project Title:	Lincoln University 2015 Roof Replacement	Young Hall
Cost Of Project:	\$323,500.00	Elliff Hall
Name & Address Of Project Contact:	Lincoln University - Michael Henderson 309 Young Hall, 820 Chestnut Street, Jefferson City, MO 65102	SBS Membrane Roofing
Phone Number of Project Contact:	(573)-681-5084	
Date of Completion	3/16/2016	
Project Title:	Canton Public Library	Roof Replacement
Cost Of Project:	\$70,200.00	TPO Membrane Roof
Name & Address Of Project Contact:	Jacques Reynolds, Architechnics 510 Maine St, Quincy, IL 62301	
Phone Number of Project Contact:	(217) 222-0554	
Date of Completion	12/16/2015	
Project Title:	KOMU-TV Roof Replacment	Roof Replacement
Cost Of Project:	\$477,700.00	Modified Bituminous Membrane Roofing
Name & Address Of Project Contact:	Ed Drane - Plan, Design & Construction 130 General Services Bldg-Cm, Columbia, MO 65211	
Phone Number of Project Contact:	573-882-4310	
Date of Completion	5/1/2015	
Project Title:	Marshall Utilities Power Plant ReRoof	Roof Replacement
Cost Of Project:	\$495,000.00	Fleece Back EPDM Membrane
Name & Address Of Project Contact:	Randy Akers - Septagon Construction Co 113 East Third Street, Sedalia, MO 65301	Flashing & Sheet Metal
Phone Number of Project Contact:	(660)-827-5955 ext 122	
Date of Completion	10/15/2014	
Project Title:	Northesat Randolph Co R-IV School District	2014 Roof Replacement
Cost Of Project:	\$272,750.00	2001 Wind Vent System - EPDM Roof
Name & Address Of Project Contact:	Ralph Graham - Control Technologies & Solutions 15933 Clayton Rd, Suite 110, Ellisville, MO 63011	Metal Roof
Phone Number of Project Contact:	(913)-602-4329	
Date of Completion	10/1/2014	
Project Title:	Capital Regional Southwest Complex	Re-Roof
Cost Of Project:	\$648,250.00	2-ply modified
Name & Address Of Project Contact:	Martin Grabinsky - Capital Regional Medical Center 1125 Madison Street, Jefferson City, MO 65101	
Phone Number of Project Contact:	(573)-616-9751	
Date of Completion	8/15/2014	
Project Title:	UMC Various Locations Replace Roofs	Re-Roof
Cost Of Project:	\$932,620.00	Multiple Buildings
Name & Address Of Project Contact:	Ed Drane - Plan, Design & Construction 130 General Services Bldg-Cm, Columbia, MO 65211	EPDM, PVC
Phone Number of Project Contact:	573-882-4310	
Date of Completion	10/8/2013	

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Mark Emms, President

Name and Title of Authorized Representative



Signature

9-27-2018

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

9-27-2018

Date



Company ID Number: 212944

Approved by:

Employer Watkins Roofing, Inc.

Judy Dwyer

Name (Last, First, Middle)

Title

Electronically Signed

Signature

05/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Last, First, Middle)

Title

Electronically Signed

Signature

05/13/2009

Date



Company ID Number: 212944

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Watkins Roofing, Inc

Company Facility Address: 4401 570 Office S E

Columbia MO 65201

Company Alternate
Address:

County or Parish: BOONE

Employer Identification

Number: 431003846

North American Industry
Classification Systems

Code: 238

Parent Company: Watkins Roofing, Inc

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **34-27SEP18**

Commodity Title: **Job Order Contracting, Qualified Vendors List –
Term and Supply**

**VENDORS: DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Thursday, September 27, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 27, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

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Insertion Date: 9/6/18

1. Introduction and General Conditions of Bidding

1.1 INVITATION: This document is a Request for Bid (RFB) for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1 Qualified Vendors List: This document constitutes a request for sealed bids from prospective bidders for the development of a Qualified Vendors List (QVL) for Job Order Contracting in accordance with the requirements and provisions stated herein. The Qualified Vendors List will be used by the County Facilities Management Office to pre-qualify vendors for use on future facilities maintenance projects that will be identified by the County.

1.1.2 Job Order Contract: A Job Order Contract (JOC) is a contract for a fixed term in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract.

1.2 DEFINITIONS, GENERAL:

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 RFB 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/Vendor: These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or

services.

- 1.2.3 **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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.

Note: This RFB excludes Electrical, HVAC, and Plumbing services which are covered under separate contracts at this time. Electrical service is covered under contract 34-24JUN15; HVAC service is covered under contract 57-23SEP15, and Plumbing is covered under contract 38-17OCT17.

- 1.2.4 **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3 **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.

- 1.3.1 **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2 **Bid Addendum:** If it becomes evident that this RFB 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:** The County anticipates making multiple awards of contracts in order to develop a Qualified Vendors List. Awards will be made to the bidders whose bids provide the greatest potential value to the County from the standpoint of suitability to purpose, quality, service, previous experience, or for any other reason deemed by Purchasing to be in the best interest of the County.

- 1.4.1 The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5 **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1 **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6 **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **Scope of Work**

2.1 **General Requirements:**

2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for future facilities management projects identified by the Boone County Facilities Management Office that will be competitively bid between qualified vendors on a project basis as projects are identified. The contractor shall understand and agree that the purpose of the contract is to obtain services supplemental to Facilities Management Office operations on an as needed, when needed basis.

2.1.2 Boone County, hereafter referred to as "County," proposes to contract with an individuals or organizations, hereinafter referred to as "Contractors" for Term and Supply contracts for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform one, some or all of the following job order contracting services as requested on an as needed, if needed basis by the County:

- a. Roofing
- b. Painting
- c. Other Vendor-Defined Related Services the County may need.

2.2 **The Project Quoting Process and Project Award:**

2.2.1 The contractor shall understand and agree that at the time the County determines it needs a specific facilities management service, the County shall identify the nature of the project, and request project pricing from all qualified vendors who can provide identified project services. All contractors specific to the identified projects will be contacted to quote a firm, fixed price for the County's specific project. The contractor shall be obligated to quote a price at the time the County contacts the contractor for a quote. The County will choose the project award based on the County's determination of the lowest and best responsive vendor among the qualified vendors for the specific project. The firm, fixed total price quoted for

the specific purchase shall be contractually binding on the contractor for that specific order.

2.2.2 No project performed under the contract shall exceed a total cost of \$20,000.00. Projects that are estimated to cost \$20,000.00 or more shall be purchased by the County outside the contract consistent with County rules, laws and procedures.

2.2.3 The County reserves the right to cancel the contract of a vendor who consistently fails to respond to the County's requests for quotations.

2.2.4 For any additional work that is not foreseen at the time the County identifies the project, but may be required because of reasonably unforeseen circumstances at the time of the project, the contractor shall be allowed to recompute project pricing based on unit pricing for labor, materials and equipment that has been quoted on the Vendor Response and Pricing Pages.

2.3

Project Completion:

2.3.1

At the time the County determines it has a project, the project-specific vendors will also be required to state in writing a specific project completion time for the specific project. Project completion must be stated in calendar days after receipt of the order (ARO). The project completion days quoted shall be contractually binding on the contractor for that specific order, subject to the County's requests for delay.

2.3.2

The contractor and/or the contractor's subcontractor(s) shall deliver services in accordance with the contracted delivery times stated herein to the County upon receipt of an authorized purchase order.

2.3.3

All equipment, materials and supplies necessary to perform requested project services shall be delivered to the County work site by the contractor, including unloading shipments at the County's dock or other designated unloading site as requested by the County.

2.4

Work Estimates:

2.4.1

The contractor shall understand and agree that the County makes no guarantees about the amount of work the contractor may experience under the contract.

2.4.2

The contractor shall not allow a temporary personnel to provide more than 1,040 hours of service within a twelve (12) consecutive month period. The 1,040 hours shall be considered a limitation on the total of all the temporary personnel services a particular temporary personnel can provide within a twelve (12) consecutive month period for all County offices.

2.5

Hiring of Temporary Personnel:

2.5.1

Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the County from employing any temporary personnel furnished by the contractor. In the event the County employs such temporary personnel after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

2.6 Service Locations: The contractor shall provide requested service at all of the following County sites in Columbia, Missouri as requested by the County:

- a. Boone County Government Center, 801 East Walnut Street, Columbia
- b. Boone County Sheriff's Department, 2121 County Drive, Columbia
- c. Sheriff's Department Annex, 2111 County Drive, Columbia
- d. Emergency Communication Center, 2145 County Drive, Columbia
- e. Emergency Management, 609 E. Walnut Street, Columbia
- f. Boone County Courthouse, 705 East Walnut Street, Columbia
- g. Boone County Public Works, 5551 Tom Bass Road, Columbia
- h. Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
- i. Boone County Annex, 613 East Ash Street, Columbia
- j. Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
- k. Johnson Building, 601 East Walnut Street, Columbia

2.7 Scheduling Of Service: The contractor shall perform project services as needed, if needed as requested by the Boone County Facilities Maintenance Department. Final project performance shall be consistent with the contractor's quoted project completion date.

2.7.1 Work Hours: The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. excluding holidays as identified in the Vendor Response and Pricing Pages. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.7.2 The contractor shall return all service calls made by the County within one (1) hour of notification during normal service hours. The contractor must state a realistic and true time when project work will be scheduled. If this proposed schedule is acceptable to the County representative, the contractor shall place the project on the contractor's work schedule.

2.7.3 The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all work under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office. The decision of the County regarding scheduled work shall be final in the event of conflict.

2.7.4 Emergency Services: The contractor may be required to perform emergency repairs at times other than normal working hours if so requested and authorized by the County. In such event, the contractor shall be entitled to the hourly price for emergency services performed outside of normal business hours as quoted on the Vendor Response and Pricing Pages of the contract. This same emergency hourly price shall apply to all job classifications.

2.8 Delivery Of Service:

2.8.1 All service shall be performed in a timely manner within thirty (30) business days of the County's request, or as otherwise scheduled and agreed between the contractor and the County (see also paragraph 2.7.2 herein). The contractor must communicate all delays of

service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

2.9 Work Quality and Work Tasks:

- 2.9.1 The contractor shall provide project services that meet all indicated specifications pursuant to the County's request.
- 2.9.2 All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards specific to the work and trade of requested service. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.9.3 All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.9.4 As applicable to the project, the contractor, in addition to complying with all pertinent codes and regulations, shall also comply with the following specific codes:
- a. All pertinent and current requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.9.5 The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.10 Final Inspection and Approval:**
- 2.10.1 The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.10.2 In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.

2.11 Equipment/Safety:

2.11.1 The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. 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.

2.11.2 In addition, the contractor shall be responsible for providing all equipment, (e.g., lifts, ladders, etc.) appropriate to the task in order to successfully perform requested services on a timely basis.

2.12 Property Damage:

2.12.1 The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The 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 the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration required as a result of said damages/breakage shall be performed at no additional cost to the County.

2.13 Trained, Experienced and Certified Staff Required:

2.13.1 The contractor's personnel shall be trained, experienced, and as applicable certified to perform requested service.

2.14 Permits Requirement – Build Price Into Project Quote As Needed:

2.14.1 The contractor shall be responsible for obtaining any and all required permits in order to conduct requested services under the contract. The contractor shall build the cost to obtain necessary permits specific to the project into pricing quoted for the specific project. Before buying any permits for any projects, the contractor shall check with the County to inquire about the possibility of waiving the requirement for a permit.

2.15 Pricing:

2.15.1 Project pricing shall be based on hourly and materials pricing quoted on the Vendor Response and Pricing Pages. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.15.2 Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.15.3 If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.4 If renewal percentages are not provided, or are quoted as "zero," then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16 Billing and Payment:

- 2.16.1 Payment will be made by the County within thirty (30) calendar days from receipt of a correct statement from the contractor. All unit pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Unit pricing shall be firm and fixed for the specific contract period. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.16.2 All project pricing must be based on quoted unit pricing. The contractor shall be paid the specific quoted total project price upon completion of the project, and acceptance of the contractor's work by the County. All required permit fees must be built into the specific quoted project total price (see also paragraph 2.14.1 herein).

2.17 Contract Period:

- 2.17.1 The contract period shall be from **the Date of Award through October 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
- 2.17.2 **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.18 Contract Documents:

- 2.18.1 The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.19 Insurance Requirements:

2.19.1 The Contractor shall not commence work under the 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.

2.19.2 **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the 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 the 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.

2.19.3 **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a**

“Follow-Form” basis.

- 2.19.4 **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.19.5 **Subcontractors:** The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.6 **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the 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.
- 2.19.7 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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.

Certificate Holder address:
County of Boone, Missouri

C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

2.20 Employment of Unauthorized Aliens Prohibited:

- 2.20.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.20.2. As a condition for the award of 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.20.3. The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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.

2.21 Prevailing Wage Requirements:

- 2.21.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. 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 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. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.
 - a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of

labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the 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 the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor 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, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County

provides to the contractor a project which is determined to be applicable to prevailing wage law.

2.22 OSHA PROGRAM REQUIREMENTS:

- 2.22.1 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. 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.** 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.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

- 3.2 **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The 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, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
 - 3.2.2. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
 - 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which bids are best suited to meet the County's needs while minimizing potential costs to the County. The County's choice of contractors does not imply that one bidder is superior to another, but simply that in the

County's judgment the vendors selected appear to offer the best overall solutions for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of potential cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

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: _____

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand):

4.8.2 Type or Print Signed Name:

4.8.3 Today's Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing _____
- b. Painting _____

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ _____ /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ _____ /hr
	Labor, All Job Classifications – Holidays	\$ _____ /hr
4.11.3	Flat rate per hour for Emergency Service	\$ _____ /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

- 4.11.5 Labor, All Job Classifications - Normal Business Hours \$ _____ /hr
- 4.11.6 Labor, All Job Classifications - Nights/Weekends \$ _____ /hr
- 4.11.7 Labor, All Job Classifications – Holidays \$ _____ /hr
- 4.11.8 Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs) \$ _____ /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor’s actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder’s actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

- 4.11.9 Materials Cost: \$0.00 - \$999.00 _____ % markup over cost
- 4.11.10 Materials Cost: \$1,000.00 - \$5,999.00 _____ % markup over cost
- 4.11.11 Materials Cost: \$6,000.00 and up _____ % markup over cost
- Rental Equipment Cost - per each rented unit _____ % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

_____ Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 34-27SEP18 – Job Order Contracting Services, QVL – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

**PURCHASE AGREEMENT
FOR
JOB ORDER CONTRACTING – QUALIFIED VENDORS LIST**

THIS AGREEMENT dated the 15th day of January 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Dysart Painting, LLC** herein “Contractor.”

IN CONSIDERATION of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Job Order Contracting – Qualified Vendors List, Term and Supply**, County of Boone Request for Bid, bid number **34-27SEP18** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 23, 2018**, executed by **Tim Dysart** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions & Evaluation, and the un-executed bid Vendor Response and Pricing Pages, Certification Regarding Debarment, Certification Regarding Lobbying, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through October 31, 2019. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with painting, carpentry, metal studs work, sheetrock work, and suspended ceiling work as needed if needed in accordance with RFB specifications and in conformity with the contract documents for the quoted prices and materials mark-up as set forth in the Contractor’s bid response, as needed and as ordered by the County:

Non-Prevailing Wage Labor Pricing, Maintenance Projects	Firm, Fixed Pricing
4.11.1) Labor, All Job Classifications – Normal Business Hours	\$50.00 per hour
4.11.2) Labor, All Job Classifications – Nights/Weekends	\$75.00 per hour
4.11.3) Labor, All Job Classifications – Holidays	\$75.00 per hour
4.11.4) Flat rate per hour Emergency Service	\$100.00 per hour
Prevailing Wage Labor Pricing	
4.11.5) Labor, All Job Classifications – Normal Business Hours	\$65.00 per hour
4.11.6) Labor, All Job Classifications – Nights/Weekends	\$97.50 per hour

4.11.7) Labor, All Job Classifications – Holidays	\$97.50 per hour
4.11.8) Flat rate per hour Emergency Service	\$100.00 per hour
Materials Costs	
4.11.9) Materials Cost Price Range: \$0.00-\$999.00	15% mark-up over cost
4.11.10) Materials Cost Price Range: \$1,000.00-\$5,999.00	10% mark-up over cost
4.11.11) Materials Cost Price Range: \$6,000.00 and up	10% mark-up over cost
4.11.12) Rental Equipment Cost – per each rented unit	15% mark-up over cost

4. Delivery –The contractor shall coordinate with the County regarding delivery of service, consistent with requirements stated in RFB 34-27SEP18.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Management Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

DYSART PAINTING, LLC

BOONE COUNTY, MISSOURI

by [Signature]
title owner

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
~~Taylor W. Burks~~, County Clerk
Brianna L. Lennon

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 6100 - Account: 60100:

[Signature] by [Signature] 12/28/2018
Signature Date Appropriation Account

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



County of Boone

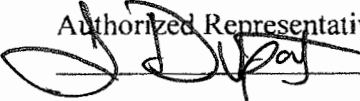
Purchasing Department

4. **Vendor's Response and Pricing Pages**

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

- 4.1 Company Name: DYSART PAINTING LLC
- 4.2 Address: 1309 ROSEBUD ST
- 4.3 City/Zip: MEXICO, MO 65265
- 4.4 Phone Number: 573-721-1282
- 4.5 Fax Number: N/A
- 4.6 E-Mail Address: TIM @ DYSARTPAINTING.COM
- 4.7 Federal Tax ID: 43-1698841

- 4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1 Authorized Representative (Sign By Hand):

- 4.8.2 Type or Print Signed Name:
TIM DYSART
- 4.8.3 Today's Date: 9/23/2018

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

 X Yes No

4.10 Check which service(s) the bidder proposes to provide to the County below:

- a. Roofing
- b. Painting X

c. Please list below any other vendor-defined additional related services that the vendor can provide to the County:

 CARPENTRY / METAL STUDS / SHEETROCK / SUSPENDED CEILING

4.11 PRICING

The prices quoted shall be firm and fixed, and shall include furnishing all labor, transportation, tools, work equipment and supplies, necessary to perform requested service. Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage (see below). No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

The vendor shall submit hourly labor pricing (all job classifications) for work conducted without an applicable prevailing wage, and a second set of hourly pricing for work conducted with an applicable prevailing wage below:

	<u>Non-Prevailing Wage Labor Pricing, Maintenance Projects</u>	<u>Firm, Fixed Unit Price</u>
4.11.1	Labor, All Job Classifications - Normal Business Hours	\$ <u> 50 </u> /hr
4.11.2	Labor, All Job Classifications - Nights/Weekends	\$ <u> 75 </u> /hr
	Labor, All Job Classifications – Holidays	\$ <u> 75 </u> /hr
4.11.3	Flat rate per hour for Emergency Service	\$ <u> 100 </u> /hr

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

4.11.5	Labor, All Job Classifications - Normal Business Hours	\$ <u>65</u> /hr
4.11.6	Labor, All Job Classifications - Nights/Weekends	\$ <u>97.50</u> /hr
4.11.7	Labor, All Job Classifications – Holidays	\$ <u>97.50</u> /hr
4.11.8	Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs)	\$ <u>100</u> /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor's actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder's actual cost for the materials used and retained on the Boone County work site to complete the identified project, c.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

4.11.9	Materials Cost: \$0.00 - \$999.00	<u>15</u> % markup over cost
4.11.10	Materials Cost: \$1,000.00 - \$5,999.00	<u>10</u> % markup over cost
4.11.11	Materials Cost: \$6,000.00 and up	<u>10</u> % markup over cost
	Rental Equipment Cost - per each rented unit	<u>15</u> % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

4.11.13 **Renewal Option Percentage Price Adjustment**
1st Renewal Period: November 1, 2019 – October 31, 2020

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.11.14 **Renewal Option Percentage Price Adjustment**
2nd Renewal Period: November 1, 2020 – October 31, 2021

4 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.11.15 **Renewal Option Percentage Price Adjustment**
3rd Renewal Period: November 1, 2021 – October 31, 2022

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

6 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: X OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

15 Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: TIM DYSART

Job Title: OWNER

Phone Number: 573-721-1282

E-Mail: TIM@DYSARTPAINTING.COM

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: TIM DYSART

Job Title: OWNER

Phone Number: 573-721-1282

E-Mail: TIM@DYSARTPAINTING.COM

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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. Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: BROWN & ROOT

Contact Name: GATLIN WILSON

Contact's Title: PROJECT MANAGER

City: COLUMBIA State: MO

Telephone Number and Area Code: 573-673-1783

E-mail Address: GATLIN.WILSON@BROWNSANDROOT.COM

Description of Equipment/Services Furnished: CONTRACTING

Availability of Reference: _____

=====

Company/Entity Name: BROWN & ROOT

Contact Name: JOHN MELTON

Contact's Title: PROJECT MANAGER

City: COLUMBIA State: MO

Telephone Number and Area Code: 573 355-4670

E-mail Address: JOHN.MELTON @ BROWNAND ROOT.COM

Description of Equipment/Services Furnished: CONTRACTING

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

TIM DISNEY / OWNER

Name and Title of Authorized Representative



Signature

9/23/18

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

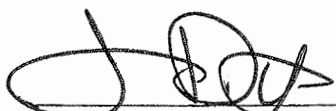
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

9/23/18

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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=75bcc2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bcc2e261405110VgnVCM1000004718190aRCRD>

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2))

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **34-27SEP18**

Commodity Title: **Job Order Contracting, Qualified Vendors List –
Term and Supply**

**VENDORS: DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Thursday, September 27, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 27, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Affidavit for Compliance with Prevailing Wage**

- **Affidavit of Compliance with OSHA Training**
- **Standard Terms and Conditions**
- **“No Bid” Response Form**
- **State Prevailing Wage Order 25**

Insertion Date: 9/6/18

1. Introduction and General Conditions of Bidding

1.1 INVITATION: This document is a Request for Bid (RFB) for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1 Qualified Vendors List: This document constitutes a request for sealed bids from prospective bidders for the development of a Qualified Vendors List (QVL) for Job Order Contracting in accordance with the requirements and provisions stated herein. The Qualified Vendors List will be used by the County Facilities Management Office to pre-qualify vendors for use on future facilities maintenance projects that will be identified by the County.

1.1.2 Job Order Contract: A Job Order Contract (JOC) is a contract for a fixed term in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract.

1.2 DEFINITIONS, GENERAL:

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 RFB 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/Vendor: These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or

services.

- 1.2.3 **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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.

Note: This RFB excludes Electrical, HVAC, and Plumbing services which are covered under separate contracts at this time. Electrical service is covered under contract 34-24JUN15; HVAC service is covered under contract 57-23SEP15, and Plumbing is covered under contract 38-17OCT17.

- 1.2.4 **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3 **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

- 1.3.1 **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

- 1.3.2 **Bid Addendum:** If it becomes evident that this RFB 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:** The County anticipates making multiple awards of contracts in order to develop a Qualified Vendors List. Awards will be made to the bidders whose bids provide the greatest potential value to the County from the standpoint of suitability to purpose, quality, service, previous experience, or for any other reason deemed by Purchasing to be in the best interest of the County.

- 1.4.1 The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5 **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1 **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6 **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **Scope of Work**

2.1 **General Requirements:**

2.1.1 The contractor shall understand and agree that the purpose of the contract is to establish a Qualified Vendors List (QVL) for future facilities management projects identified by the Boone County Facilities Management Office that will be competitively bid between qualified vendors on a project basis as projects are identified. The contractor shall understand and agree that the purpose of the contract is to obtain services supplemental to Facilities Management Office operations on an as needed, when needed basis.

2.1.2 Boone County, hereafter referred to as "County," proposes to contract with an individuals or organizations, hereinafter referred to as "Contractors" for Term and Supply contracts for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform one, some or all of the following job order contracting services as requested on an as needed, if needed basis by the County:

- a. Roofing
- b. Painting
- c. Other Vendor-Defined Related Services the County may need.

2.2 **The Project Quoting Process and Project Award:**

2.2.1 The contractor shall understand and agree that at the time the County determines it needs a specific facilities management service, the County shall identify the nature of the project, and request project pricing from all qualified vendors who can provide identified project services. All contractors specific to the identified projects will be contacted to quote a firm, fixed price for the County's specific project. The contractor shall be obligated to quote a price at the time the County contacts the contractor for a quote. The County will choose the project award based on the County's determination of the lowest and best responsive vendor among the qualified vendors for the specific project. The firm, fixed total price quoted for

the specific purchase shall be contractually binding on the contractor for that specific order.

2.2.2 No project performed under the contract shall exceed a total cost of \$20,000.00. Projects that are estimated to cost \$20,000.00 or more shall be purchased by the County outside the contract consistent with County rules, laws and procedures.

2.2.3 The County reserves the right to cancel the contract of a vendor who consistently fails to respond to the County's requests for quotations.

2.2.4 For any additional work that is not foreseen at the time the County identifies the project, but may be required because of reasonably unforeseen circumstances at the time of the project, the contractor shall be allowed to recompute project pricing based on unit pricing for labor, materials and equipment that has been quoted on the Vendor Response and Pricing Pages.

2.3

Project Completion:

2.3.1

At the time the County determines it has a project, the project-specific vendors will also be required to state in writing a specific project completion time for the specific project. Project completion must be stated in calendar days after receipt of the order (ARO). The project completion days quoted shall be contractually binding on the contractor for that specific order, subject to the County's requests for delay.

2.3.2

The contractor and/or the contractor's subcontractor(s) shall deliver services in accordance with the contracted delivery times stated herein to the County upon receipt of an authorized purchase order.

2.3.3

All equipment, materials and supplies necessary to perform requested project services shall be delivered to the County work site by the contractor, including unloading shipments at the County's dock or other designated unloading site as requested by the County.

2.4

Work Estimates:

2.4.1

The contractor shall understand and agree that the County makes no guarantees about the amount of work the contractor may experience under the contract.

2.4.2

The contractor shall not allow a temporary personnel to provide more than 1,040 hours of service within a twelve (12) consecutive month period. The 1,040 hours shall be considered a limitation on the total of all the temporary personnel services a particular temporary personnel can provide within a twelve (12) consecutive month period for all County offices.

2.5

Hiring of Temporary Personnel:

2.5.1

Except for the period of time specified on the Pricing Page, the contractor shall not prohibit, restrict, or further limit the County from employing any temporary personnel furnished by the contractor. In the event the County employs such temporary personnel after such period of time, the County shall not pay any fee, penalty, liquidated damages, etc., to the contractor.

2.6 Service Locations: The contractor shall provide requested service at all of the following County sites in Columbia, Missouri as requested by the County:

- a. Boone County Government Center, 801 East Walnut Street, Columbia
- b. Boone County Sheriff's Department, 2121 County Drive, Columbia
- c. Sheriff's Department Annex, 2111 County Drive, Columbia
- d. Emergency Communication Center, 2145 County Drive, Columbia
- e. Emergency Management, 609 E. Walnut Street, Columbia
- f. Boone County Courthouse, 705 East Walnut Street, Columbia
- g. Boone County Public Works, 5551 Tom Bass Road, Columbia
- h. Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
- i. Boone County Annex, 613 East Ash Street, Columbia
- j. Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
- k. Johnson Building, 601 East Walnut Street, Columbia

2.7 Scheduling Of Service: The contractor shall perform project services as needed, if needed as requested by the Boone County Facilities Maintenance Department. Final project performance shall be consistent with the contractor's quoted project completion date.

2.7.1 Work Hours: The contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:00 P.M. excluding holidays as identified in the Vendor Response and Pricing Pages. The County will consider allowing access outside of normal business hours in high pedestrian traffic areas and will stipulate allowable access opportunities at the time of scheduling cleanings.

2.7.2 The contractor shall return all service calls made by the County within one (1) hour of notification during normal service hours. The contractor must state a realistic and true time when project work will be scheduled. If this proposed schedule is acceptable to the County representative, the contractor shall place the project on the contractor's work schedule.

2.7.3 The contractor shall understand and agree that the Boone County Facilities Management Office representative shall coordinate and schedule all work under the contract. In addition, the County Representative referred to herein shall be an authorized designee of the Boone County Facilities Management Office. The decision of the County regarding scheduled work shall be final in the event of conflict.

2.7.4 Emergency Services: The contractor may be required to perform emergency repairs at times other than normal working hours if so requested and authorized by the County. In such event, the contractor shall be entitled to the hourly price for emergency services performed outside of normal business hours as quoted on the Vendor Response and Pricing Pages of the contract. This same emergency hourly price shall apply to all job classifications.

2.8 Delivery Of Service:

2.8.1 All service shall be performed in a timely manner within thirty (30) business days of the County's request, or as otherwise scheduled and agreed between the contractor and the County (see also paragraph 2.7.2 herein). The contractor must communicate all delays of

service delivery to the County promptly. The County reserves the right to obtain service elsewhere in the event the contractor fails to deliver requested service, and to charge the contractor the difference in cost between the contract price for service and the cost the County must bear for the contractor's failure to deliver ordered service.

2.9 Work Quality and Work Tasks:

- 2.9.1 The contractor shall provide project services that meet all indicated specifications pursuant to the County's request.
- 2.9.2 All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards specific to the work and trade of requested service. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.9.3 All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.
- 2.9.4 As applicable to the project, the contractor, in addition to complying with all pertinent codes and regulations, shall also comply with the following specific codes:
- a. All pertinent and current requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.9.5 The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.
- 2.10 Final Inspection and Approval:**
- 2.10.1 The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

2.10.2 In the event any provisions of the contract are not fulfilled by the contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice.

2.11 Equipment/Safety:

2.11.1 The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. 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.

2.11.2 In addition, the contractor shall be responsible for providing all equipment, (e.g., lifts, ladders, etc.) appropriate to the task in order to successfully perform requested services on a timely basis.

2.12 Property Damage:

2.12.1 The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The 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 the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration required as a result of said damages/breakage shall be performed at no additional cost to the County.

2.13 Trained, Experienced and Certified Staff Required:

2.13.1 The contractor's personnel shall be trained, experienced, and as applicable certified to perform requested service.

2.14 Permits Requirement – Build Price Into Project Quote As Needed:

2.14.1 The contractor shall be responsible for obtaining any and all required permits in order to conduct requested services under the contract. The contractor shall build the cost to obtain necessary permits specific to the project into pricing quoted for the specific project. Before buying any permits for any projects, the contractor shall check with the County to inquire about the possibility of waiving the requirement for a permit.

2.15 Pricing:

2.15.1 Project pricing shall be based on hourly and materials pricing quoted on the Vendor Response and Pricing Pages. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.15.2 Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.15.3 If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.4 If renewal percentages are not provided, or are quoted as "zero," then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16 Billing and Payment:

- 2.16.1 Payment will be made by the County within thirty (30) calendar days from receipt of a correct statement from the contractor. All unit pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Unit pricing shall be firm and fixed for the specific contract period. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.16.2 All project pricing must be based on quoted unit pricing. The contractor shall be paid the specific quoted total project price upon completion of the project, and acceptance of the contractor's work by the County. All required permit fees must be built into the specific quoted project total price (see also paragraph 2.14.1 herein).

2.17 Contract Period:

- 2.17.1 The contract period shall be from **the Date of Award through October 31, 2019**. The contract may be renewed at the sole option of the County for an additional four (4) one-year periods, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.
- 2.17.2 **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 end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.18 Contract Documents:

- 2.18.1 The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.

2.19 Insurance Requirements:

2.19.1 The Contractor shall not commence work under the 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.

2.19.2 **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the 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 the 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.

2.19.3 **Commercial General Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a**

“Follow-Form” basis.

- 2.19.4 **Business Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.19.5 **Subcontractors:** The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.6 **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the 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.
- 2.19.7 **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. 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.
 - b. 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.

Certificate Holder address:
County of Boone, Missouri

C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

2.20 Employment of Unauthorized Aliens Prohibited:

- 2.20.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.20.2. As a condition for the award of 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.20.3. The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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.

2.21 Prevailing Wage Requirements:

- 2.21.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. 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 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. The contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.
 - a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of

labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the 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 the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
 - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
 - 2) Check the payroll for correct employee classification;
 - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
 - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
 - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
 - 6) All checking by the County will be made in red pencil and initialed by the checker;
 - 7) Final payroll will be marked "Final" or "last Payroll";
 - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.
- e. After completion of the work and before final payment can be made under this contract, the contractor 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, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County

provides to the contractor a project which is determined to be applicable to prevailing wage law.

2.22 OSHA PROGRAM REQUIREMENTS:

2.22.1 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. 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.** 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.

3. **BIDDER'S INSTRUCTIONS AND EVALUATION**

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The 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, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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:** The 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:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which bids are best suited to meet the County's needs while minimizing potential costs to the County. The County's choice of contractors does not imply that one bidder is superior to another, but simply that in the

County's judgment the vendors selected appear to offer the best overall solutions for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of potential cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



County of Boone

Purchasing Department

4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

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: _____

4.8 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 Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1 Authorized Representative (Sign By Hand):

4.8.2 Type or Print Signed Name:

4.8.3 Today's Date: _____

4.11.4 (outside normal business hours, to include all workers)

Prevailing Wage Labor Pricing

Firm, Fixed Unit Price

- 4.11.5 Labor, All Job Classifications - Normal Business Hours \$ _____ /hr
- 4.11.6 Labor, All Job Classifications - Nights/Weekends \$ _____ /hr
- 4.11.7 Labor, All Job Classifications – Holidays \$ _____ /hr
- 4.11.8 Flat rate per hour for Emergency Service (outside normal business hours, to include all workers and repairs) \$ _____ /hr

Materials Costs:

Actual materials costs necessary to complete the project will be reimbursed by the County at the vendor’s actual cost plus the quoted firm mark-up percentage. The bidder shall quote a firm, fixed percentage mark-up over the bidder’s actual cost for the materials used and retained on the Boone County work site to complete the identified project, e.g., wiring, cabling, i.e., materials that become part of the Boone County facility.

Materials Price Range

Firm, Fixed Mark-Up % Over Cost

- 4.11.9 Materials Cost: \$0.00 - \$999.00 _____ % markup over cost
- 4.11.10 Materials Cost: \$1,000.00 - \$5,999.00 _____ % markup over cost
- 4.11.11 Materials Cost: \$6,000.00 and up _____ % markup over cost
- Rental Equipment Cost - per each rented unit _____ % markup over cost

4.11.12 **Renewal Options Price Adjustments – Apply to all line items except Materials Costs and Prevailing Wage Hourly Pricing:**

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or

"consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.11.13 Renewal Option Percentage Price Adjustment
1st Renewal Period: November 1, 2019 – October 31, 2020**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.11.14 Renewal Option Percentage Price Adjustment
2nd Renewal Period: November 1, 2020 – October 31, 2021**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.11.15 Renewal Option Percentage Price Adjustment
3rd Renewal Period: November 1, 2021 – October 31, 2022**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

Renewal Option Percentage Price Adjustment

4.11.16 **4th Renewal Period: November 1, 2022 – October 31, 2023**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.12 **Response Time:** Identify the vendor's response time to be on-site to begin a project after request from the County, not to exceed thirty (30) calendar days:

_____ Calendar Days After Receipt of Order (ARO)

4.13 **Normal Business Hours Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.14 **Emergency Twenty-Four Hour Service Contact**

Name: _____

Job Title: _____

Phone Number: _____

E-Mail: _____

4.15 **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.16 **Licenses/Certifications and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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.
Describe below all current licenses/certifications and training the vendor has relevant to the services being bid to the County:

Copies of licenses should be submitted with the bid. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

4.17 **Holidays:** Identify the holidays the vendor's business observes:

4.18 **Vendor's References:**

Provide at least two references for the work the vendor is proposing to perform for the County below:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.19 Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

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, choose one of the three options that applies. 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*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

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:

(RETURNED AT THE END OF A COMPLETED PROJECT)

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



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 34-27SEP18 – Job Order Contracting Services, QVL – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 15th day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached K-9 Basic Training Contracts One & Two between the Boone County Sheriff's Department and the Jefferson City MO Police Department.

Terms of the agreement are stipulated in the attached Contracts. It is further ordered the Presiding Commissioner is hereby authorized to sign said K-9 Basic Training Contracts.

Done this 15th day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 19th day of October, 2018, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Jefferson City MO Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: City of Jefferson

By:

[Signature]

Printed Name: Steven S. Crowell, Jr.

Dated: 10/25/18

BOONE COUNTY, MISSOURI

By:

[Signature]

Daniel K. Atwill, Presiding Commissioner

Dated: 1-15-19

ATTEST:

[Signature]

ATTEST:

[Signature]
Brianna Lennon, County Clerk

APPROVED AS TO FORM:

[Signature]
City Counselor

APPROVED - BCSD:

[Signature]
Dwayne Carey, Sheriff

APPROVED AS TO FORM:

[Signature]
C.J. Dykhouse, Boone County Counselor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

ASSUMPTION OF RISKS: I acknowledge that participation in the Paul GASH
[hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

Paul GASH 11-1-18

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 19th day of October, 2018, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Jefferson City MO Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: City of Jefferson

By:

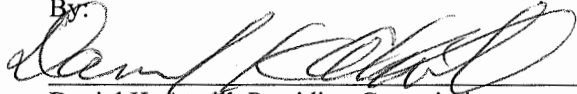


Printed Name: Steven S. Crowell, Jr.

Dated: 10/30/18

BOONE COUNTY, MISSOURI

By:



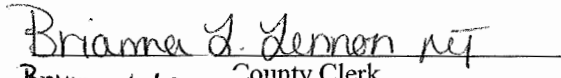
Daniel K. Atwill, Presiding Commissioner

Dated: 11.15.19

ATTEST:

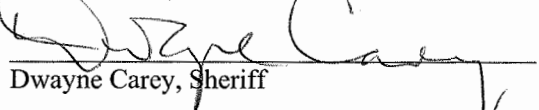


ATTEST:




Brianna L. Lennex, County Clerk

APPROVED - BCSD:



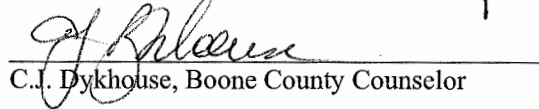
Dwayne Carey, Sheriff

APPROVED AS TO FORM:



City Counselor

APPROVED AS TO FORM:



C.J. Dykhouse, Boone County Counselor

Exhibit "A"

INFORMED CONSENT WAIVER AND RELEASE

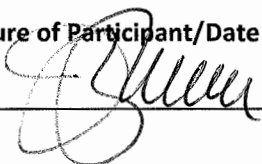
ASSUMPTION OF RISKS: I acknowledge that participation in the _____ [hereinafter the "Program"] involves physical activities which, by their very nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These physical activities involve strenuous exertions of strength using various muscle groups and also involve quick movements using speed and change of direction, all of which could result in injury. These risks range from minor bruises and scratches to more severe injuries, including the risk of heart attacks or other catastrophic injuries. I understand and appreciate that these physical activities carry certain inherent risks and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

WAIVER AND RELEASE: In consideration of accepting my entry into this Program, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents engaged by them for any purpose relating to the Program that I have been permitted to participate in. This release and waiver extends to all claims of every kind of nature, whatsoever, foreseen or unforeseen, known or unknown.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to indemnify and hold harmless the Boone County Sheriff's Department, Boone County, Missouri, and/or its employees and agents all from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, that result from my participation in or involvement with the Program.

Waivers and Releases for minors are accepted only with a parent/guardian signature.

Signature of Participant/Date

 11/1/18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

County of Boone

} ea.

January Session of the January Adjourned

Term. 20 19

In the County Commission of said county, on the 15th day of January 20 19

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of two (2) Xerox DocuMate 3125 document scanners which are included in the FY-16 Adam Walsh Act Grant.

Done this 15th day of January, 2019.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT

INTER-OFFICE COMMUNICATION

DATE: December 31, 2018

TO: Boone County Commission

FROM: Capt. Gary German

RE: Approval for equipment received from a grant

Commissioners,

Consistent with our current practices in respect to grant funded equipment, we are expected to receive formal written permission in the form of a Commission Order for acceptance of equipment received under a grant program.

The grant program is FY 2016 Adam Walsh Act Grant. The Missouri State Highway Patrol secured the AWA grant award for the purposes of Sex Offender Registration. Boone County is a subrecipient of the program. We received equipment, two (2) Xerox DocuMate 3125 document scanners which are valued at \$680.00 total.

As a subrecipient we are required to incur all maintenance expenses after the three (3) year warranty expires. After the expiration of the warranty we expect to cover the expense from funds in 1251.

Thank you,

Capt. Gary German



Department of Public Safety
MISSOURI STATE HIGHWAY PATROL
Lt. Colonel Eric T. Olson, Acting Superintendent



An
Internationally
Accredited
Agency

Michael L. Parson
Governor

Sandra K. Karsten
Director

September 24, 2018

Sheriff Dwayne Carey
Boone County Sheriff's Department
2121 County Drive
Columbia, MO 65502

Dear Sheriff Carey:

The Missouri State Highway Patrol has been awarded the FY-16 Adam Walsh Act Grant to purchase Xerox DocuMate 3125 Document scanner to assist in registering sex offenders. Your agency's Sex-Offender Registration Unit has been selected to receive this equipment to replace previously awarded scanners to increase reliability and timeliness. We ask that you review the attached agreement and return written notice of acceptance to our office.

Return completed form by mail, fax, or email to:

Missouri State Highway Patrol
Criminal Justice Information Services Division
P.O. Box 9500
Jefferson City, MO 65102
Fax (573) 751-9382
Tammy.Byrd@mshp.dps.mo.gov

If you have any questions, do not hesitate to contact Scott Schlueter, CJIS Program Manager, at 573-526-6153 ext. 2653.

Sincerely,

CHRISTOPHER S. JOLLY, Captain
Criminal Justice Information Services Division

enc

**FY16 Adam Walsh Act Grant Award
Notice of Award-Information and Specification**

Awarded Equipment: The purchased equipment must be used for sex offender registration purposes and includes the following:


- Xerox DocuMate 3125 Document scanner

The total unit price for each set is \$340.00 per scanner, which is funded by the grant.

Once the equipment is received the serial numbers and date delivered must be reported to the Missouri State Highway Patrol, Sex Offender Unit. The equipment must be labeled/tagged as being purchased with these funds.

Maintenance: Once the equipment has been delivered any maintenance expenses that may be required are the responsibility of the awarded jurisdiction. All scanners come with a 3-year warranty through Xerox.

Please indicate acceptance of this agreement below:

Signature: 

Title: Captain

Agency: Boone County Sheriff's Dept.

Date: 11-21-18