Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 209 Columbia, MO 65201

Heather Turner, Buyer

573/886-4392 - FAX 573/886-4390 Email: hturner@boonecountymo.org

Bid Data

Bid Number: 28-07APR05

Commodity Title: Boone County Courthouse Carpeting and Installation

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference

Day/Date: Thursday, March 31, 2005

Time: 2:00 P.M. CST

Location: 705 E. Walnut, 2nd Floor (Jury Assembly Room)

Columbia, MO 65201

Bid Submission Address and Deadline

Day / Date: THURSDAY, APRIL 7, 2005

Time: 10:25 am (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Johnson Building

601 E. Walnut, Room 209 Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St.

and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, APRIL 7, 2005

Time: 10:30 am

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, Room 213 Columbia, MO 65201

Bid Contents

1.0: Introduction and General Terms and Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: **Response Form**

Standard Terms and Conditions

"No Bid" Form

NOTE: Attachment 1 is a separate attachment and not part of the electronic bid document. If you downloaded the bid document, please contact the Buyer for a copy of

Attachment 1.

County of Boone Purchasing Department

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. Bidder Responsibility The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

County of Boone Purchasing Department

2. Primary Specifications

2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a contract for the furnishing and installation of new carpeting and cove base at the Boone County Courthouse. This project shall include the removal and disposal of existing carpeting at the facility. The bid price shall include any and all labor and materials necessary for a complete installation of both carpeting and cove base as detailed in the following specifications.

2.2. CARPETING REQUIREMENTS

2.2.1. Base Bid - Carpet is to be Shaw modular carpet. Bidder is required to submit a sample along with color and pattern choices, manufacturer's specifications, and any other data needed to ensure compliance with the following requirements. The carpet proposed must meet the following minimum technical requirements.

Style Name: Constellation Tile

Style Number: 59326

Color Name: To be determined based upon color choices submitted.

Color Number: To be determined

Product Line: Shaw TileCarpet Type: Modular Tile

Size: Tile 24" x 24"Construction: Loop

Fiber Product: 100% Eco Solution Q Premium Branded Dyed – 45% Yarn Dyed

Dye Method: Solution & Yarn Dyed

Protective Treatment(s): S.S.P Shaw Soil Protection, Florsept Antimicrobial, Antistatic

Primary Backing: PolypropyleneSecondary Backing: EcoWorx

Gauge: 1/10
Face Weight: 24 oz.
Stitches per Inch: 10.00
Finished Pile Thickness: 0.09
Average Density: 8,727 ozs./yd3

Weight Density: 209,448

• Flammability: ASTM E-648 flooring radiant panel class I, ASTM E-662 NBS smoke chamber less than 450

• Electrostatic Propensity: Less than 3.5 KV, permanent conductive filament

 Warranty: Lifetime commercial limited for modular tile, Lifetime stain, Lifetime abrasion wear, Lifetime colorfastness

2.2.2. Alternate – The bidder must also provide pricing for roll carpet and installation for the same space and areas in accordance with the minimum technical requirements stated below. The County shall make the final decision as to the type of carpeting installed in the Courthouse.

• Style: 543 Performer 3

File yarn Content: Pre-dye filament 100% nylon

Fabric Type: Level Loop

Fiber Treatment: Mohawk Protection Plus

Gauge: 1/10 L
Pile Height: .137
Stitches per Inch: 11.00
Cortified Pile Weight: 28.0

Certified Pile Weight: 28.00 ozs

Total Weight: 61.25 ozs

Density: 7358Dye Method: Solution

Primary Backing: Woven Polypropylene

Secondary Backing: Woven Polypropylene

FHA Information: MEA #45575, Type: 1 Class: 1 & 2, Type: 2 Class: 1 & 2, Texture: A

Performance Aperance Retention (PAR) Rating: 4.50

Static (AATCC 134): .8 KV

- Indoor Air Quality: 14148216
- Flammability: Pill Test 16cfr-1630.4 (FF-1-70): pass, Critical Radiant Flux (ASTM E-648): Class I, Smoke Density (E-662): 130 Flame only
- 2.2.3. Quantity Approximately 178 square yards. Carpeting shall be installed in the Judge's hallway, two secretarial cubicle areas, and storage/kitchen space. See ATTACHMENT 1 for the configuration. IT IS THE RESPONSIBILITY OF THE VENDOR TO ACCURATELY MEASURE AREA TO DETERMINE QUANTITY OF MATERIAL REQUIRED FOR THIS REQUEST FOR BID.
- 2.2.4. Site Preparation Prior to installation of carpeting, vendor must remove all baseboard moldings. The moldings MUST BE SCRIBED CUT to prevent damage to finished wall while removing old cove base. The contractor shall remove and dispose of approximately 178 square yards of existing carpeting and adhesive. The contractor shall remove all furniture and computer equipment prior to carpet removal and/or installation. The schedule for removing these items shall be coordinated between the County and the contractor. The cove base shall be applied to a sheetrock wall.
- 2.2.5. **Installation** Installation shall be by a factory authorized representative. All aspects of this section must be performed during the following dates: Saturday through Monday May 7th, 8th, and 9th. The installation is to be performed in a 2 phase process with site preparation done one day and the installation performed during the two remaining days.
- 2.2.6. **Installation Methods** Carpet installation shall be performed by using pressure sensitive adhesive approved by the carpet manufacturer. Cove base installation shall be performed using the materials and process recommended by the manufacturer.
- 2.2.7. Cove Base Requirements Approximately 505 linear feet. Contractor shall provide replacement Standard Toe Vinyl Cove Base measuring 4" high and 1/8" thick in 4' lengths. Color of base board to be determined after award. The molding shall be constructed of first-quality materials, and upon installation shall be smooth and free from imperfections which detract from its appearance. Procedures for installation and the adhesive used shall be in accordance with manufacturer's requirements.
- 2.2.8. Warranty Information All vendors must include a complete description of the warranty offered, including labor and materials.
- 2.3. CONTRACTOR'S RESPONSIBILITIES
- 2.3.1. Contractor shall be responsible for, and repair all damage to the building, due to carelessness of their workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of the workers and must report to the owner any damage to the building which may exist or may occur during the occupancy of the quarters.
- 2.3.2. Contractor must promptly correct all defects for which the Contractor is responsible.
- 2.3.3. At the end of each work day, the contractor shall remove all waste and debris and shall leave the site neat and clean. Upon completion of installation, the contractor shall return all moldings to the original locations.
- 2.3.4. Contractor may use subcontractors to perform work. However, all responsibilities rest with the Contractor. Bidders planning to utilize subcontractors on this project must provide (with the bid response) the name, mailing address, and telephone number of each subcontractor proposed along with a summary of the work to be performed by the subcontractor(s).
- 2.3.5. **Deviation(s)** Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s).
- 2.3.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bid non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
 - 2.4. **PREVAILING WAGE RATES** The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #11 is to be used.** 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 current prevailing wage is available on our website at www.showmeboone.com/purchasing.

- 2.5. PRE-BID CONFERENCE Due to the nature of the facility involved in this project, the pre-bid conference will be the only opportunity for vendors to have access to measure the facility. This facility shall not be available for review at another time for the purposes of submitting a response to this bid. The pre-bid conference will be held on Thursday, March 31, 2005 at 2:00 p.m. in the Jury Assembly Room on the 2nd Floor of the Boone County Courthouse-705 E. Walnut, Columbia, MO 65201.
- 2.6. BILLING AND PAYMENT Payment shall be made after the work has been completed and an invoice has been received. The vendor must reference the purchase order number on the invoice. The vendor must submit an invoice and charges must only include prices listed in the vender's bid response. No additional fees or taxes shall be included as additional charges. Invoices should be submitted to Jody Moore, 601 E. Walnut, Room 205, Columbia, MO 65201 for payment which will be made 30 days after receipt of a correct and valid invoice.
- 2.7. **INSURANCE REQUIREMENTS** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.7.1. Compensation Insurance Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.7.2. Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Boone Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.7.3. **Commercial Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.7.4. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.5. Proof of Coverage of Insurance The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Boone Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.

- 2.7.6. Indemnity Agreement To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.8. SALES/USE TAX EXEMPTION County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.9. **LIEN WAIVERS** Prior to the release of Contract amount, the Contractor shall file with the County the following:
 - 1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
 - Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 - 3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.10. **BID CLARIFICATION -** Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: <a href="https://https:
- 2.10.1. Designee Boone County Facilities Maintenance, 601 E. Walnut St., Room 205, Columbia, MO 65201.
- 2.11. **DELIVERY TERMS –** FOB Destination Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

County of Boone Purchasing Department

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award -** If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
 - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** 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 Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. EVALUATION PROCESS The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation –** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County	of Boone			Purchasing Department
4.	Response Form			
4.1.	Company Name:			
4.2.	Address:			
4.3.	City/Zip:			
4.4.	Phone Number:			
4.5.	Fax Number:			
4.6.	Federal Tax ID:			
4.6.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)			
4.7.	PRICING			
		Cost Per Square Yard	Quantity	Extended Total
	D D. 1 C T. 1 . 0	Oost i ei oquale Talu	Quartity	Extended Total
4.7.1.	Base Bid-Carpet Tile & Installation	\$		\$
		Cost Per Linear Foot	Quantity	Extended Total
4.7.0	Base Bid-Cove Base &	Φ.		Φ.
4.7.2.	Installation	\$		\$
473	Base Bid Total (4.7.1.+4.7.2.)			\$
т.7.5.	Dasc Diu 10tai (4.7.1.14.7.2.)	Cost Per Square Yard	Quantity	Extended Total
	Alternate Bid-Roll Carpet &			
4.7.4.	Installation	\$		\$
		Cost Per Linear Foot	Quantity	Extended Total
4.7.5.	Alternate Bid-Cove Base & Installation	\$		\$
	Alternate Bid Total			
4.7.6.	(4.7.4.+4.7.5.)			\$
4.8.	Check List of Items to be Contained in Bid Response			
4.8.1.	3 Complete Copies of Bid Response			
4.8.2.	Samples of Carpeting & Cove Base Meeting or Exceeding the Requirements in Section 2.			
4.8.3.	Detailed Carpet and Cove Base Warranty Information per Section 2.			
	Bidder is required to provide col	or, pattern, and manufacturer	's specifications a	and other data needed to
4.8.4.	ensure compliance with the requi	irements in Section 2.	_	

	Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.				
4.9.1.	Authorized Representative (Sign By Hand):				
	Print Name and Title of	Date: of Authorized Representative			
4.10.	0. References – Bidder must provide three (3) references for services rendered to public/commercia which are similar in size and scope.				
4.10.1. 1.10.1.1.	Reference #1 Individual Name:		_		
1.10.1.2.	Company Name:		_		
1.10.1.3.	Address:				
1.10.1.4.	Telephone:				
4.10.2. 4.10.2.1.	Reference #2 Individual Name:		_		
1.10.2.2.	Company Name:		_		
1.10.2.3.	Address:				
1.10.2.4.	Telephone:				
4.10.3. 1.10.3.1.	Reference #3 Individual Name:		_		
1.10.3.2.	Company Name:		_		
1.10.3.3.	Address:				
1.10.3.4.	Telephone:				

4.9. 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 which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with



Standard Terms and Conditions

Boone County Purchasing 601 E. Walnut, Room 209 Columbia, MO 65201

Heather Turner, Buyer 573/886-4392 - FAX 573/886-4390

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
- 2. 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.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. 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.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. 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.
- 8. 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.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. 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.
- 11. No bid transmitted by fax machine will be accepted.
- 12. 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.
- 13. 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.

Boone County Purchasing Heather Turner Buyer



601 E.Walnut-Room 209 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

"NO BID" RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list <u>for this service/commodity</u>, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 28-07APR05	
(Business Name)	(Date)
(Address/P.O. Box)	(Telephone)
(City, State, Zip)	(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Sea	1 With Tape)
Boone County Purchasing Department 601 E. Walnut Street, Room 209 Columbia, MO 65201-4460	Place Stamp Here

Boone County Purchasing Department 601 E. Walnut Street, Room 209 Columbia, MO 65201-4460

Vendor Name:	
Bid Number: 28-07APR05	

(Fold Here First)