



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4391 - FAX (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **59-12OCT09**
Commodity Title: **Emergency Plumbing Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY – October 12, 2009**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **MONDAY – October 12, 2009**
Time: **1:35 P.M.** (Bids received after this time will be returned unopened)
Location / Address: **Boone County Johnson Building**
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Exhibit A – Prior Experience
Standard Terms and Conditions
No Bid

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 or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through June 30, 2010, and may be automatically renewed for an additional four (4) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Plumbing Repair Services** to various properties of Boone County – Missouri.
- 2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County, a copy of which is attached.
- 2.2.2. **Repair Locations** - All County owned properties.
- 2.3. **General Conditions**
- 2.3.1. This contract shall be for emergency plumbing repair/maintenance services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an “as required” basis.
- 2.3.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
- 2.3.3. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.
- 2.3.4. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.3.5. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.3.6. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.3.7. **Contractor Qualifications and Experience:** The Contractor to whom a Plumbing Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A – Prior Experience* may be used for this purpose.
 - 2.3.7.1. The Contractor must provide evidence that they have been licensed as a Plumbing Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
 - 2.3.7.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 2.3.7.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 2.3.7.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL

standards have been established.

- 2.3.7.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.3.8. **Invoices:** The County's contract number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.3.8.1. Monthly invoices should be submitted to Boone County Facilities Maintenance for payment, which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.
- 2.4. **Contractor Responsibility / Service Requirements:**
- 2.4.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday, 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in 4.11.
- 2.4.1.1. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.4.1.2. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.4.2. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.4.3. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. 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 assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.4.4. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.4.5. **Cleaning:** 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 Facilities Maintenance Manager shall be consulted.

County of Boone

Purchasing Department

- 2.4.6. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the

Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.

- 2.4.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.4.8. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.4.9. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.4.9.1. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.4.9.2. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.4.10. **Labor Rates:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.4.10.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of taxes.
- 2.4.10.2. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.4.11. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.4.12. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.5. **Contractor's Insurance:**
- 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.5.2. **Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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
- 2.5.3. **Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including

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

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 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.

- 2.5.4. **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.
- 2.5.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.6.1. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project

completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.8. **Special Conditions and Requirements**

2.8.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.

2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: tboldan@boonecountymmo.org

2.10. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460

2.11. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

2.11.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, 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. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
- 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - 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.

4. **Response Form** – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

- 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. **Repair/Maintenance Work:** We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

| 4.7.1. ITEM | DESCRIPTION | UNIT PRICE |
|-------------|--|-----------------|
| 1. | Material (Total Cost plus %) \$0-\$749 | _____ % |
| 2. | Material (Total Cost plus %) \$750-\$4,499 | _____ % |
| 3. | Material (Total Cost plus %) \$4,500 and up | _____ % |
| 4. | Rental Equipment (Cost plus %) | _____ % |
| 5. | Plumbing Services (Straight Time) | _____ /per hour |
| 6. | Rate per hour for each additional worker (Straight Time) | _____ /per hour |
| 7. | Plumbing Services (Nights and Weekends) | _____ /per hour |
| 8. | Rate per hour for each additional worker (Nights and Weekends) | _____ /per hour |
| 9. | Plumbing Services (Holidays) | _____ /per hour |
| 10. | Rate per hour for each additional worker (Holidays) | _____ /per hour |

4.9. **Emergency Twenty-Four Hour Service Contact:**

- 4.9.1. Name: _____
- Telephone Number: _____

4.10. **Call Response Time:** within _____ hours after notification by County.

- 4.11. **Holidays:** Contractor shall list the holidays observed by their company: _____

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

4.13. Maximum % Increase 1st Renewal Period: _____ %

Maximum % Increase 2nd Renewal Period: _____ %

Maximum % Increase 4th Renewal Period: _____ %

Maximum % Increase 5th Renewal Period: _____ %

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

4.15. Authorized Representative (Sign By Hand):

4.16. _____

Type or Print Signed Name:

Today's Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Tyson Boldan, Buyer

Standard Terms and Conditions

Phone: (573) 886-4391 – 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 Bid 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 bid 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.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Tyson Boldan, Buyer
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 59-12OCT09 – Emergency Plumbing Services Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____