

Request for Bid (RFB)

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

<u>Amy Robbins, Senior Buyer</u> (573) 886-4392 – Fax: (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Data

Bid Number: Commodity Title: **Pest Control Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

	Bid Submission Address and Deadline			
Day / Date:	TUESDAY – SEPTEMBER 18, 2012			
Time:	1:30 P.M. (Bids received after this time will be returned unopened)			
Location	Boone County Purchasing Department			
Address:	Boone County Annex Building			
613 E. Ash Street				
	Columbia, MO 65201			
Directions:	The Purchasing office is located on the Southeast corner at 7 th Street and Ash Street. Enter the			
	building from the South side. Wheel chair accessible entrance is available.			
	Bid Opening			
Day / Date:	TUESDAY – SEPTEMBER 18, 2012			
Time:				
Location / Address:	Boone County Annex Conference Room			
	613 E. Ash Street			
	Columbia, MO 65201			
	Bid Contents			
	Introduction and General Conditions of Bidding			
2.0:	Primary Specifications			
3.0:	Response Presentation and Review			
4.0:	Response Form			
	Appendix A			
	Work Authorization Certification			
	Certification of Individual Bidder			
	Individual Bidder Affidavit			
	Debarment Form			
	Standard Terms and Conditions			
	"No Bid Response Form"			

<u>County of</u>	Boone Purchasing Department
<u>1.</u>	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.	
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
1.2.2.	or with us. The term may apply differently to different classes of entities, as the context will indicate.
	<i>Bidder</i> - 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.
	<i>Contractor</i> - 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.
112101	The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An
	"Invitation For Quote" 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.	Bid Contact – Amy Robbins, Senior Buyer, 613 E. Ash Street, Rm 109, Columbia, MO 65201. Telephone
	(573) 886-4392, Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
1.3.2.	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.
1.3.3.	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
1.5	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
151	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:
	 the provisions of the Contract (as it may be amended); the provisions of the Bid;
	 2) the provisions of the Bid; 3) the provisions of the Bidder's Response
1.6.	3) the provisions of the Bidder's Response. CONTRACT PERIOD - Any Term and Supply Contract resulting from this Bid will have an initial term from
1.0.	January 1, 2013 through March 31, 2014. This contract may be automatically renewed for up to three (3) one-
	year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
1.7.	
1./.	provide pest control services shall be the responsibility of the Contractor at no additional cost to the County.

provide pest control services shall be the responsibility of the Contractor at no additional cost to the County.
1.8. 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

2. PRIMARY SPECIFICATIONS:

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for Pest Control covering routine and on-call service for the control of rats, mice, roaches, ants, silverfish, crickets, mites, centipedes, water-bugs, fleas, flies, moths, mosquitoes, bees, wasps, hornets, carpet beetles, maggots, fruit flies, clover mites and other insects common to the area.
- 2.1.1. **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 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement with its bid or are unacceptable to county legal counsel.

2.2. GENERAL REQUIREMENTS:

2.2.1. Work to Include:

- 2.2.1.1. **Quarterly** site visit and pest control chemical application for locations listed in Appendix A.
- 2.2.2. All actions and procedures necessary to prevent the infestation of County buildings with rats, mice, roaches, ants, silverfish, crickets, mites, centipedes, water-bugs, fleas, flies, moths, mosquitoes, bees, wasps, hornets, carpet beetles, maggots, fruit flies, and other insects common to the area.
- 2.2.2.1. **Call Backs** For the purpose of this contract, a "Callback" Shall be defined as any requests for eradication of infestation prior to or between scheduled routine visits. The Contractor shall provide a complete written record of all callback visits preformed. These records shall indicate the time, date, type of pest control services requested and corrective measures taken to eliminate the infestation. The Contractor shall be available to respond to callback requests within a twenty-four (24) hour period upon notification. All callback services performed shall be included as part of the contract and shall be performed at no additional charge to the County.
- 2.2.2.2. **Signature of Completion** Upon completion of all routine and unscheduled visits, the Contractor or representative shall certify that the work was completed by obtaining the signature of the County employee supervising the visit.
- 2.2.2.3. All Chemicals will be required to have no odor and be nontoxic to humans.
- 2.2.2.4. The Contractor shall provide to the Facilities Manager, prior to application, copies of current MSDS sheets for all chemicals to be applied as part of pest control services. The County reserves the right to refuse the use of chemicals it deems hazards.
- 2.2.2.5. The Contractor shall provide the Facilities Manager with a list of scheduled treatment dates and times for the contract.
 - 2.3. Designee: Bob Davidson, Facilities Maintenance Manager, Boone County Facilities Maintenance department, 613
 E. Ash Street, Columbia, MO 65201. Telephone (573) 886-4401, Facsimile (573)-886-4402.
 - 2.4. **Escalator Provision:** Prices throughout the initial 15 month contract shall remain firm/fixed. Prices for the 12 month renewals may be subject to the renewal increase listed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract.
 - 2.5. **PAYMENT TERMS -** All billings shall be invoiced as follows:
 - Facilities Maintenance Department, 613 E. Ash Street, Columbia, MO 65201
 - \circ Courthouse
 - North Facility
 - o Johnson Building
 - Government Center
 - Get About Columbia
 - Alternative Sentencing
 - Boone County Annex
 - o IV-D
 - Public Works, 5551 Hwy 63 South, Columbia, MO 65201
 - South Facility (Public Works)
 - Boone County Commission, 801 E. Walnut, Rm. 333, Columbia, MO 65201
 - Centralia Clinic

Billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to

the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.

- 2.6. **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.
- 2.6.1. 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 \$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.
- 2.6.2. **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 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 \$1,000,000.00 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 \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.6.3. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 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.
- 2.6.4. **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.
- 2.6.5. **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.

County of Boone

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Responses MUST be submitted 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 Form.
- 3.2 **SUBMITTAL OF RESPONSES -** Responses <u>MUST</u> be received by the date and time noted on the title page under "Bid Submission Information and Deadline". <u>NO EXCEPTIONS</u>. 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, <u>three (3) complete copies</u> of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2. Advice of Award Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at http://www.showmeboone.com. Then select "Purchasing" along the left.
- 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 the County's 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 award or 60 days, whichever comes first.
- 3.5.4. *Work Authorization Certification Form* If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

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:

	PRICING: Quarterly site visit and pest control chemical application by location. Extended					
	Location	Address	Sq Ft	Unit Price	Qty	Total
4.7.1.	Courthouse	705 E. Walnut	98,000	\$	4	\$
4.7.2.	North Facility	5501 Oakland Gravel Rd.	11,700	\$	4	\$
4.7.3.	Public Works	5551 Hwy 63 South	15,200	\$	4	\$
4.7.4.	Johnson Building	601 E. Walnut	14,896	\$	4	\$
4.7.5.	Government Center	801 E. Walnut	50,298	\$	4	\$
4.7.6.	Centralia Clinic	1021 E. Hwy 22 Centralia, MO 65240	1,745	\$	4	\$
4.7.7.	Get About Columbia	101 N. 7 th Street	5,250	\$	4	\$
4.7.8.	Alternative Sentencing	607 E. Ash	5,700	\$	4	\$
4.7.9.	Boone County Annex	613 E. Ash	5,211	\$	4	\$
7.10.	IV-D	605 E. Walnut	4,956	\$	4	\$
7.11.	Future Locations	N/A	1,000	\$	4	\$
48	Grand Total		213,956			\$

4.7. **PRICING:** Quarterly site visit and pest control chemical application by location.

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

4.11. Delivery ARO: _____

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 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 Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.12.1. Authorized Representative (Sign By Hand):

_____ Date:_____

4.12.2. Print Name and Title of Authorized Representative

<u>Appendix A</u>

PEST CONTROL SERVICE LOCATIONS

Address	Sq Ft
	00.000
705 E. Walnut	98,000
5501 Oakland Gravel Rd.	11,700
5551 Hwy 63 South	15,200
601 E. Walnut	14,896
801 E. Walnut	50,298
1021 E. Hwy 22, Centralia, MO 65240	1,745
101 N. 7 th Street	5,250
607 E. Ash	5,700
613 E. Ash	5,211
605 E. Walnut	4,956
	212,956
	705 E. Walnut 5501 Oakland Gravel Rd. 5551 Hwy 63 South 601 E. Walnut 801 E. Walnut 1021 E. Hwy 22, Centralia, MO 65240 101 N. 7 th Street 607 E. Ash 613 E. Ash

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.dhs.gov/xprevprot/programs/gc 1185221678150.shtm

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 *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

Additional information may be obtained from: http://www.uscis.gov/files/nativedocuments/MOU.pdf

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

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

County of ______))ss State of ______)

My name is _______. I am an authorized agent of _______(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 hereto.

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.

Affiant Date

Printed Name

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

Notary Public

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.

1.	(Such proof may be a Missouri di	ents showing citizenship or lawful presence in the United States. iver's license, U.S. passport, birth certificate, or immigration at is an alien, verification of lawful presence must occur prior to		
2.	I do not have the above documen temporary 90 day qualification.	s, but provide an affidavit (copy attached) which may allow for		
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 Individual Bidder Certification Option #2)

State of Missouri))SS. County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number or Other Federal I.D. Number Printed Name

On the date above written ______ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(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, <u>Federal Register</u> (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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 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 may 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 or **e-mail** will be accepted. **U.S. mail only.**
- 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.
- 14. 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.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 16. 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.



"No Bid" Response Form

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

Amy Robbins, Senior Buyer (573) 886-4392– 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 <u>for this</u> <u>service/commodity</u>, 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: 48-18SEP12 – Pest Control Services

Business Name:
Address:
Telephone:
Contact:
Date:

Reason(s) for Not Bidding: