

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

Amy Robbins, Senior Buyer

(573) 886-4392 - FAX (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **56-20NOV12**

Commodity Title: Copy Paper Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY – NOVEMBER 20, 2012

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department**

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

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street.

Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: TUESDAY – NOVEMBER 20, 2012

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Address: Boone County Annex Building

613 E. Ash Street 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**

Instructions For Compliance With House Bill 1549

Work Authorization Certification Certification of Individual Bidder

Individual Bidder Affidavit

Debarment Form

Standard Terms and Conditions

No Bid Response Form

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing The Purchasing Department, including its Purchasing Director and staff.

 Department/s or Office/s The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - *Designee* The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - *Contractor* The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** Questions regarding this Bid should be directed in writing, 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. 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 reserves the right to not award any item or group of items. The County also reserves the right to not award any items or group of items in the case that product/services can be obtained from cooperative MMPPC contracts or other governmental entities under more favorable terms.
 - 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.
 - 1.7. **CONTRACT PERIOD** Any Term and Supply Contract period resulting from this Bid will have an initial term from **January 1, 2013 through March 31, 2014, and may be automatically renewed for an additional three (3) one year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7.1. CONTRACT EXTENSION After completion of the third renewal period, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED –** A Term and Supply contract for the Furnishing and Delivery of **Copy Paper** as detailed in the following specifications.
- 2.1.1. Estimated Quantity Used Per Year:
- 2.1.1.1. **509 cases:** Copy Paper: Xerox 4200 **NO SUBSTITUTIONS ALLOWED** 8 ½" x 11," 500 sheets per ream, 10 reams per case
- 2.1.1.2. **488 cases:** Copy Paper: Generic 8 ½" x 11," 500 sheets per ream, 10 reams per case
- 2.1.1.3. **22 cases:** Copy Paper: Xerox 4200 or equivalent 8 ½" x 11," 3-hole punch, 500 sheets per ream, 10 reams per case
- 2.1.1.4. 12 cases: Copy Paper: Xerox 4200 or equivalent 8 ½" x 14," 500 sheets per ream, 10 reams per case
- 2.1.1.5. **5 cases:** Copy Paper: Xerox 4200 or equivalent 11" x 17", 500 sheets per ream, 5 reams per case
- 2.1.1.6. **611** reams: Copy Paper: Assorted Colors 8 ½ " x 11," 500 sheets per ream
 - 2.2. **COPY PAPER SPECIFICATIONS:**
 - 2.2.1. Where the word "colors" is a part of the specification for an item, the County intends this to mean the full line of sheet colors covering the brand of paper bid for that item. "Regular Colors" are minimally white, canary, pink, gray, ivory, green, and blue.
 - 2.2.2. All ordered standard and special size paper must be uniformly cut with no variance in weight. All drilled paper must be cleanly drilled without any sheet distortion or drilling waste in the wrapper or between sheets.
 - 2.2.3. All paper shall be cut so as to cause the grain to run parallel to the longest side (i.e. Grain Long), unless otherwise specified for a particular order.
 - 2.3. ADDITIONAL INSTRUCTIONS
 - 2.3.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. Samples must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following opening bids. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
 - 2.3.2. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
 - 2.3.3. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
 - 2.3.4. **Performance:** All paper supplied shall be manufactured to reproduce successfully in all high-speed copiers, laser printers and offset duplicators.
 - 2.4. **SUBSTITUTION:** If during the term of the contract or any extensions thereof, the brand of paper bid is no longer sold by the contractor, then the contractor must select a replacement grade of the same quality and specifications as detailed in the contract. The contractor must then submit a substitution request, in writing, to the County, detailing the previous brand and the tentative replacement. The county reserves the right to accept or reject the substitute(s) within 30 days after the date of the request. Pricing for any accepted substitute items shall remain the same as in effect for the previous brand. Final acceptance is solely Boone County's prerogative.
 - 2.5. **QUANTITIES:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
 - 2.6. **AWARD:** 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.
 - 2.6.1. The County reserves the right to award to multiple vendors in order to fill the complete requirements and in the best interest of the County considering delivery and availability.
 - 2.6.2. Should a need arise, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the contract.
 - 2.7. **INSPECTION:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.

- 2.8. **BID CONTACT:** Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone (573) 886-4392; Facsimile (573) 886-4390 or email: arobbins@boonecountymo.org.
- 2.9. **DELIVERY:** Delivery shall be made FOB Destination, inside delivery to various designated County locations, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.9.1. **Delivery Locations:** Inside delivery will be provided at the following County sites in Columbia, Missouri:
 - Boone County Government Center, 801 E. Walnut; Sheriff Department, 2121 County Drive; Courthouse, 705 E. Walnut; Public Works, 5551 S. Hwy. 63; Annex Building, 613 E. Ash; Boone County Public Works Maintenance Warehouse, 5501 Oakland Drive; Juvenile Justice Center, 5665 Roger I. Wilson Drive
- 2.9.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.10. **PRICE** -The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.10.1. **Price Adjustment:** All pricing shall remain firm against any increase for 90 days from the effective date of the contract. After this period, a request for selective increases on an item by item basis, substantiated by documentation from the mill manufacturer, may be submitted, with the County reserving the right to accept or reject the increase(s) within 30 days after the date of the request. Any increase accepted shall become effective 30 days after the date of the request and shall remain firm for at least 90 days after acceptance. In the event of any decrease in price, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly and receive such decreases.
- 2.10.2. In the event the County is overcharged, the contractor shall refund the amount paid in excess of the lower price by crediting that amount on the next invoice.
- 2.10.3. The contractor shall extend any and all special promotional (including "educational" promotions) sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
 - 2.11. **BILLING AND PAYMENTS** Invoices shall be submitted to each individual County office. It is estimated there are 30 different offices and departments requiring separate billing. Invoices may be delivered with the materials and packing slip or may be mailed to each County office. Payment will be made within 30 days from receipt of an accurate monthly statement. Contractor shall provide each department with invoices and statements of account on a monthly basis noting any amounts and invoices past due.
- 2.11.1. **Billing and Usage Reports** The contractor shall be required to provide the County Purchasing Department with quarterly usage reports. Each bidder must submit a sample of the various reports available with their bid.
- 2.12. **MINIMUM ORDER QUANTITY** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County through the contractor.
- 2.13. RETURN OF GOODS County may cancel any purchase at any time for a full credit.

- 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 -** 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 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			
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 Na () Other (Specify) Instructions for Bidder: Please complete the second complete of the second	.me		n and item #
4.7.	PRICING	Quantity	Unit Pr	Ext. Price
4.7.1.	Paper, Copy: Xerox 4200 (No Substitution Allowed) 8 ½' x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: Item #:	509 cases	\$	\$
4.7.2.	Paper, Copy: Xerox 4200 or equivalent: Generic 8 ½" x 11," 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: Item #:	488 cases	\$	 \$
4.7.3.	Paper, Copy: Xerox 4200 or equivalent 8 1/2" x 11", 3-hole punch, 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: Item #:	22 cases	\$	\$

Purchasing Department

County of Boone

	Paper, Copy: Xerox 4200 or equivalent 8 ½ '' x 14 *'', 20 pound.	12 cases	\$	\$
	White bond copy paper, dual purpose, long	12 cuses	Ψ	Ψ
	grain, minimum brightness 92, 500 sheets			
	per ream, 10 reams per case.			
	Manufacturer:			
	Item #:			
4.7.5.	Paper, Copy: Xerox 4200 or equivalent			
	11" x 17", 20 pound.	5 cases	\$	\$
	White bond copy paper, dual purpose, long			
	grain, minimum brightness 92, 500 sheets			
	per ream, 5 reams per case			
	Manufacturer:			
	Item #:			
4.7.6.	Paper, Copy: Multipurpose Colored			
	8 ½" x 11 ", 20 pound, 500 sheets per ream	611 <u>reams</u>	\$	\$
	Manufacturer:			
	Item #:			
4.7.7.	TOTAL COST (Sum of Extended Price for	4.7.1-4.7.6)	\$_	
470	D	1 11	er.	
4.7.8.	Percent off list for any paper products not	listed herein:	3%	
4.8.	Maximum Percentage Increase In Total C	act for any ra	newal period: %	
7.0.	Maximum i ercentage increase in Total C	ust ful ally it	ilewai periou	
4.9.	Delivery After Receipt of Order:	Dav	vs	
4.9.	Delivery After Receipt of Order:	Day	<u>''S</u>	
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	Delivery After Receipt of Order: Will you honor the submitted prices for puparticipate in cooperative purchasing with	ırchase by oth	ner entities in Boone County	<u>who</u> No
	Will you honor the submitted prices for pu	ırchase by oth	ner entities in Boone County	
	Will you honor the submitted prices for pu	urchase by oth Boone Coun	ner entities in Boone County ty, Missouri? Yes	
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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* (or the first and last page of that memorandum) that you completed when enrolling proving proof of enrollment 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

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 author	rized agent of	_
(Bidder). This busin	ness is enrolled and	d participates in a federal v	work authorization
program for all employees working in conr	nection with service	es provided to the County	. This business
does not knowingly employ any person tha	t is an unauthorize	ed alien in connection with	the services being
provided. Documentation of participation i	n a federal work a	uthorization program is at	tached hereto.
Furthermore, all subcontractors wo	rking on this conti	act shall affirmatively stat	e in writing in their
contracts that they are not in violation of Se	ection 285.530.1,	shall not thereafter be in v	iolation and submit
a sworn affidavit under penalty of perjury t	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 I	 Public	

CERTIFICATION OF INDIVIDUAL BIDDER

retirement, welfare, h benefit or food assist indicate compliance	nealth benefit, post secondary ance who is over 18 must ver below. Note: A parent or gua	erson applying for or receiving any grant, contract, loan education, scholarship, disability benefit, housing ify their lawful presence in the United States. Please ardian applying for a public benefit on behalf of a child
wno is citizen or peri	nanent resident need not com	pıy.
1.	United States. (Such proof certificate, or immigration of	ocuments showing citizenship or lawful presence in the may be a Missouri driver's license, U.S. passport, birth locuments). Note: If the applicant is an alien, nee must occur prior to receiving a public benefit.
2.	I do not have the above doc may allow for temporary 90	uments, but provide an affidavit (copy attached) which day qualification.
3.	of Qua	d application for a birth certificate pending in the State lification shall terminate upon receipt of the birth that a birth certificate does not exist because I am not a
Applicant	Date	Printed Name

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

State of Missouri)		
)SS.		
County of)		
		ghteen years of age, swear upon my e United States government as beir	
permanent residence.			
Date	-	Signature	
Social Security Number or Other Federal I.D. Number	- oer	Printed Name	
		appeared before me e according to his/her best knowled	
		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.

Boone County Purchasing

Amy Robbins Senior Buyer



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

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU **<u>DO NOT</u>** 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.

(Date)
(Telephone)
(Contact)