

SALE OF SURPLUS PROPERTY

**INVITATION FOR BIDS
FOR THE
SALE OF SCRAP METAL
AT BOONE COUNTY
PUBLIC WORKS SOUTH AND NORTH FACILITY**

**FOR THE
COUNTY OF BOONE
COLUMBIA, MISSOURI
IFB #46-28OCT14**

BID OPENING DATE: Tuesday, October 28, 2014

TIME: 2:00 P.M. Central Time

Prepared by:

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I. INTRODUCTIONS AND GENERAL CONDITIONS OF BIDDING

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 Primary Specifications.

DEFINITIONS

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.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations 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/entities which may provide the subject goods and/or services.

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.

Response – The written, sealed document submitted according to the Bid instructions.

BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

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.

Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

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 most effective and beneficial outcome that meets the County needs as interpreted by the County.

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.

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.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a copy of which is attached to this Bid.

II. RESPONSE PRESENTATION AND REVIEW

BIDS- Sealed bids will be received by the County of Boone - Missouri for the Sale of Scrap Metal located at the Public Works Department South Facility and Boone County Public Works Department North Facility, Columbia, Missouri. Bidders shall hold their bids firm for a period of six (6) months from date of award.

BID FORM- Attached hereto is a Response Form to be used for the submission of requested information. The Purchasing Department of Boone County must receive the Bid Form no later than Tuesday, October 28, 2014 by 2:00 P.M., Central Time. The bid must be sealed and clearly addressed to Boone County Purchasing, 613 E. Ash Street, Room 111, Columbia, MO 65201 with a notation of the sealed envelope marked "46-28OCT14 – Sale of Scrap Metal"

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.

PRICING- All prices shall be as indicated on the Response Form. 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 quantities or total prices.

SUBMITTAL OF RESPONSES – Responses MUST be received by the date and time notes 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.

Advice of Award – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at www.showmeboone.com.

BID OPENING – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

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 reason 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.

RESPONSE CLARIFICATION – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

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.

WITHDRAWAL OF BIDS- Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

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 best 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 Contract selected appears to offer the best overall solution for our current and anticipated needs at the best possible cost.

Method of Evaluation – The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

Endurance of Pricing – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

AWARD- The County shall make award to the highest and responsive bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

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 contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

III. PRIMARY SPECIFICATIONS

DESCRIPTION:

Boone County generates approximately 100 tons of scrap metal annually. The scrap metal consists mostly of old culvert pipe, fittings, brake drums, aluminum signs, steel posts, and tire rims.

The stated quantities are estimated based on historical scrap quantities generated at the County. The quantities are provided for comparison of bid prices only and are not intended to be a guarantee of future quantities.

TERMS OF SALE:

- A. The material for sale is offered on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. **Contract Duration:** The Contract period shall be from date of award through May 31, 2015. The contract may be extended beyond the expiration date for five (5) additional 6-month periods, each period exercised separately by County of Boone at its discretion, final expiration November 30, 2017.
- C. **Payments:** At the option of the County, the Purchase Price shall be paid by a Certified or Cashiers Check, payable without condition to "The Road and Bridge Fund", in advance of the removal of the property. If payment is not made within the specified time, the property shall then become the property of the County and the bid will be considered void. **Weight tickets shall be submitted with payment check.**
- D. It is understood by bidder in submitting a bid that the bidder is responsible for viewing the material for sale and discovering the procedures required for the removal of such. To arrange for a visit to either the South Facility (5551 S Tom Bass Rd, Columbia, Mo 65201) or North Facility (5501 N. Oakland Gravel Rd, Columbia, Mo 65201) of Public Works, please contact Greg Edington at (573) 449-8515.

BASE BID

- A. The County will accumulate scrap metal throughout the contract period. The Contractor may be required to remove accumulated scrap metal quarterly and within two (2) weeks of notification by the County.

- B. The contractor shall be responsible for removing the material for sale from County property, including all related costs. County personnel will assist the contractor in the loading of the material onto the bidder's truck.
- C. During each visit to remove scrap metal, the contractor shall weigh in and weigh out at an agreed upon scale site. Please state your scale site location on the Response Form. The contractor will be paid based on the net weight of scrap metal removed.
- D. The contractor shall assume full responsibility for damage to County property during the removal of the material for sale. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the contractor shall reimburse the County for the cost of the repairs.
- E. Removal must be scheduled a minimum of one (1) day in advance. Removal operations shall occur during normal working hours only, 8:00 a.m. to 4:00 p.m. on workdays, Monday through Friday, and shall not interfere with the operations of the Public Works Department or any other County entity.

ALTERNATE BID

- A. The County will accumulate scrap metal throughout the contract period. The County will deliver the accumulated scrap metal to the contractor's facilities.

IV. BOONE COUNTY INSURANCE REQUIREMENTS

The successful Contractor will be required to comply with the following insurance requirements:

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.

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. 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.

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 coverage. Should any work be subcontracted, these limits will also apply.

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.

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.

V. 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.

VI. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

(a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

(b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

(c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn

affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

VII.

DEBARMENT and SUSPENSION

Bidder agrees to comply with regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

RESPONSE FORM

INVITATION FOR BIDS
FOR THE SALE OF SCRAP METAL
LOCATED AT THE
PUBLIC WORKS DEPARTMENT - SOUTH AND NORTH FACILITIES
FOR THE COUNTY OF BOONE
COLUMBIA, MISSOURI

- 1. The undersigned hereby offers to purchase under the terms and conditions indicated in the bid for the Sale of Scrap Metal for Boone County - Missouri:

BASE BID:

Vendor Pickup of Scrap Metal at both North and South Facility located in Boone County. Price to include roll-off container/trailer (if vendor is able to provide).

For the sale of Scrap Metal for a six-(6) month period, I offer: \$ _____ per ton. (This price includes roll-off container/trailer: YES ___ NO ___)

ALTERNATE BID:

County Delivery of Scrap Metal to Vendor Facility:

For the sale of Scrap Metal for a six-(6) month period, I offer: \$ _____ per ton.

Location of Vendor Facility: _____

- 2. 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

- 3. Maximum amount of increase or decrease percentage to pricing at renewal term.

Indicate either a plus or a minus sign in front of the percentage number:

- a. Renewal 1 - June 1, 2015 - November 30, 2015: + or - _____ %
b. Renewal 2 - December 1, 2015 - May 31, 2016: + or - _____ %
c. Renewal 3 - June 1, 2016 - November 30, 2016: + or - _____ %
d. Renewal 4 - December 1, 2016 - May 31, 2017: + or - _____ %
e. Renewal 5 - June 1, 2017 - November 30, 2017: + or - _____ %

- 4. Location of Scale Site: _____

**IFB #46-28OCT14
BID OPENING: Tuesday, October 28, 2014
TIME: 2:00 P.M., C.T.**

NAME OF BIDDER: _____

OFFICIAL ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL: _____

CHECK BELOW WHERE APPROPRIATE:

Corporation- Federal Tax I.D. Number: _____

Partnership Name _____

Individual/Proprietorship- Individual Name _____

Other _____

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.

AUTHORIZED REPRESENTATIVE OF FIRM SUBMITTING BID: (Sign by Hand)

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

_____ Title: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

- 1. Name of Bidder: _____

- 2. Business Address: _____

- 3. When Organized: _____

- 4. When Incorporated: _____ 5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____

- 6. Number of years engaged in business under present firm name: _____

- 7. If you have done business under a different name, please give name and business location under that name: _____

- 8. Percent of work done by own staff: _____

- 9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____

- 10. Have you ever defaulted on a contract? _____ If so, give details: _____

- 11. List of contracts completed within the last two years for work similar in scope to that described in this bid, including value of each. Provide contact information for references. _____

- 12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

"No Bid" Response Form



Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201
Elizabeth Sanders, CPPB
(573) 886-4393– 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 Invitation for 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: 46-28OCT14 – Sale of Scrap Metal

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

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. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for 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 Bid)

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



Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Standard Terms and Conditions

Elizabeth Sanders, Senior Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. **Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.**
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.

10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.