

Boone County Purchasing

613 E. Ash Street, Room 111 Columbia, MO 65201

Jacob M. Garrett, Buyer

573-886-4393 - FAX 573-886-4390

Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: 59-11NOV15

Commodity Title: Ballistic/Stab Combo Resistant Body Armor

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: WEDNESDAY, NOVEMBER 11, 2015

Time: 1:30 PM (Bids received after this time will be returned

unopened)

Location / Mail Address:

Boone County Purchasing Department

Boone County Annex Building 613 E. Ash Street Rm 111 Columbia, MO 65201

Directions:

The Boone County Annex Building is located at corner of 7th &

Ash Street.

Bid Opening

Day / Date: WEDNESDAY, NOVEMBER 11, 2015

1:30 PM (Bids received after this time will be returned

unopened)

Location / Address:

Boone County Annex Building Conference Room

613 E. Ash Street Columbia, MO 65201

Bid Contents

- 1.0: Introduction and General Terms and Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: **Response Form**

Work Authorization Certification

Debarment Form

Certification of Individual Bidder

Individual Bidder Affidavit

Standard Terms and Conditions

"No Bid" Form

Page 1

1. Introduction and General Conditions of Bidding

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

1.2. **DEFINITIONS**

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

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.

Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

Supplier - All business/s entities which may provide the subject goods and/or services.

- 1.2.3. Bid This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. Bidder Responsibility The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
 - 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. Precedence In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through December 31, 2016, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. ITEMS TO BE PROVIDED Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of Ballistic/Stab Combo Resistant Body Armor as specified below for the Boone County Corrections Department.
- 2.1.1. 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.
 - 2.2. SCOPE Ballistic/Stab Combo Resistant Body Armor: Level IIIA, NIJ 0101.06 Spike 3 -0115.00
- 2.2.1. This product specification details the style and quality of stab resistant body armor intended for use by members of this agency. The vests shall be worn comfortably while concealed under a uniform shirt. All vests shall provide protection against labeled stab penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for all personnel.
- 2.2.2. The vest must include an extra carrier.
 - 2.3. SCOPE OF SPECIFICATIONS
- 2.3.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the performance or integrity of the stab/ballistic resistant body armor being offered shall be addressed in writing and submitted with the bid.

2.4. PURCHASE REQUIREMENTS

2.4.1. The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal may be rejected. At a minimum, once a request is placed by the Sheriff Department requesting a measuring appointment, the phone call or e-mail must be returned within 24 hours to set an appointment and the appointment must be scheduled within seven (7) working days or by an agreed date between County and Contractor. The successful bidder should allow two officers from the Sheriffs Department to have a 30 Day trial of their vest choice and be fully fitted for the vest trial.

2.5. SPECIFIC QUANTITY

2.5.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.

2.6. STAB RESISTANT MATERIAL AND PANEL CONSTRUCTION

- 2.6.1. Kevlar Correctional TM Each stab resistant panel shall consist of 17 layers of premium grade 70x70, 200 denier Kevlar Correctional TM Arramid material with a normal weight of 3.8 oz/square vard.
- 2.6.2. Kevlar Needled Punch Felted Fabric Each ballistic panel shall contain one (1) layer of Kevlar needle punched felt with a nominal weight of 9.18 oz/square yard.
- 2.6.3. Stab Resistant Panel (Nylon, Day Glow Orange) 200 denier, type 6.6 nylon fabric, with a minimal pick count of 60x50, and nominal weight of 3 oz. per square yard, including a water-repellant urethane coating.
- 2.6.4. Weight The seventeen (17) layers as specified shall have a nominal weight of .45 oz. In a 12 x

12 (one square foot) section, taking into account the material manufacturer's weight tolerances.

2.7. ICE PICK TESTING

- 2.7.1. Test Procedure This vest shall be in compliance with and certified by NIJ Standard 0115.00. For any given protection level, the test protocol requires the knife blade or spike to impact the armor test sample at two distinct energy levels. A maximum blade or spike penetration of 7mm (0.28 in) is allowable. The penetration limit was determined through research indication that internal injuries to organs would be extremely unlikely at 7mm (0.28 in) of penetration.
- 2.7.2. The test protocol then requires an over test condition where the knife blade or spike kinetic energy is increased by 50%. At this higher test, a maximum blade or spike penetration of 20mm (0.79 in) is allowable. This over test is required to ensure that there is an adequate margin of safety in the armor design.

2.8. WARRANTY

2.8.1. The outer shell of the vest shall be warranted to be free from any defects in material or workmanship for twenty-four (24) months from date of first use. The stab and ballistic resistant panels shall be warranted for five (5) years from date of first use. Copy of manufacturer's warranty registration card should be enclosed with bid.

2.9. ADJUSTMENTS AND ALTERATIONS

- 2.9.1. The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.
- 2.10. INSPECTION OF BODY ARMOR AFTER DELIVERY
- 2.10.1. All soft body armor purchased by the Department will be subject to visual inspection.
 - 2.11. QUALITY ASSURANCE
- 2.11.1. The vendor shall submit a quality assurance program to include the receipt, testing, and serialization of both stab resistant fabric and stab resistant packages. Failure to submit detailed quality control procedures may be cause for rejection.
 - 2.12. PROOF OF STABILITY
- 2.12.1. The low bidder must disclose all legal claims, current and pending, which have been made against the manufacturer. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of the low bidder.
 - 2.13. PRODUCT LIABILITY INSURANCE
- 2.13.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.
 - 2.14. PACKAGING
- 2.14.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 214.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 2.14.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.
- 2.14.4. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 2.15. **DOCUMENTATION**
- 2.15.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:
- 2.15.1.1. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
- 2.15.1.2. NIJ 0115.00 Certification and test reports from an accredited laboratory.
- 2.15.1.3. Quality Control Procedures.
 - Incoming materials
 - Lay-up configuration
 - In-process configuration
 - Testing verification
 - Ability to trace serial numbers

- Inspection of ballistic panel stitching
- Random final product inspection and continuous in-process surveillance
- Quality Assurance training and indoctrination Quality Control Procedures.
- 2.15.1.4. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 2.15.1.5. Documentation stating a 5-year ballistic package warranty.
- 2.15.1.6. Documentation stating a 24-month cover warranty.
 - 2.16. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
 - DESIGNEE Boone County Sheriff's Department, Jenny Atwell, 2121 County Drive, Columbia, MO 65202.
 - 2.17.1. **Contact -** Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone (573) 886-4393 or Facsimile (573) 886-4390 or Email: <u>JGarrett@boonecountymo.org</u>
 - 2.18. **DELIVERY** Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.
 - 2.18.1. **Delivery Terms:** FOB Destination Inside Delivery Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.18.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

County of Boone Purchasing

Department

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

| County | of Boone | | | Purchasing |
|---------|---|-----------------|----------|----------------|
| 4 | <u>Dep</u> Response Form | <u>partment</u> | | |
| | Company Name: | | | |
| 4.2. | Address: | | | |
| 4.3. | City/Zip: | | | |
| | , 1 | | | |
| | Fax Number: | | | |
| | | | | |
| | | | | |
| 4.7. | Federal Tax ID: | | | |
| 4.7.1. | () Corporation () Partnership - Name () Individual/Proprietorship - Individual Na () Other (Specify) | me | _ | |
| 4.8. | PRICING | | | |
| | | Unit Price | Quantity | Extended Total |
| 4.8.1. | Ballistic/Stab Combo Resistant Body Armor Level NIJ IIIA – Ballistic & Spike 3 with an extra carrier for a total of two (2) carriers. | \$ | 17 | \$ |
| 8.1.1. | Brand: | | | |
| .8.1.2. | Model: | | | |
| 4.8.2. | Ballistic/Stab Combo Resistant Body Armor Point Blank Level NIJ IIIA – Ballistic & Spike 3 –30 Day Demo Trail | | 2 | |
| 4.9. | RENEWALS | | | |
| 4.9.1. | Maximum Increase 1st Renewal Period | % | | |
| 4.9.2. | Maximum Increase 2 nd Renewal Period | % | | |
| 4.9.3. | Maximum Increase 3 rd Renewal Period | % | | |

PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.

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| 4.10. | Delivery ARO: | |
|---------|---|---|
| 4.11. | Will you honor the submitted prices for purchase by otl cooperative purchasing with Boone County, Missouri? Yes No | ner entities in Boone County who participate in |
| 4.12. | The undersigned offers to furnish and deliver the arterms stated and in strict accordance with all requir which have been read and understood, and all of wh submission of this bid, the vendor certifies that they applicable, Section 34.359 ("Missouri Domestic Proc Statutes of Missouri. | ements contained in the Request for Bid ich are made part of this order. By are in compliance with Section 34.353 and, if |
| 4.12.1. | Authorized Representative (Sign By Hand): | |
| 1.12.2. | Print Name and Title of Authorized Representative | Date: |
| | | _ |

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*.

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

| County of) | | |
|---|----------------------------------|--------------------------------------|
| State of) | | |
| My name is I | am an authorized agent of | |
| (Bidder). This business is | s enrolled and participates in a | federal work authorization program |
| for all employees working in connection with se | rvices provided to the County. | This business does not knowingly |
| employ any person that is an unauthorized alien | in connection with the services | s being provided. Documentation of |
| participation in a federal work authorization pro- | gram is attached hereto. | |
| Furthermore, all subcontractors working | on this contract shall affirmat | ively state in writing in their |
| contracts that they are not in violation of Section | 285.530.1, shall not thereafter | r be in violation and submit a sworn |
| affidavit under penalty of perjury that all employ | yees are lawfully present in the | United States. |
| | | |
| | Affiant | Date |
| | Printed Name | |
| Subscribed and sworn to before me this day | of, 20 | |
| | Notary Public | |

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(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 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 | |

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CERTIFICATION OF INDIVIDUAL BIDDER

| retirement, welfare, he food assistance who is | alth benefit, post secondary educ over 18 must verify their lawful or guardian applying for a publi | applying for or receiving any grant, ation, scholarship, disability benefit presence in the United States. Please benefit on behalf of a child who is | , housing benefit or se indicate compliance |
|--|---|---|---|
| 1. | States. (Such proof may be a M | ments showing citizenship or lawful dissouri driver's license, U.S. passport of the applicant is an alien, verificate public benefit. | ort, birth certificate, or |
| 2. | I do not have the above docume allow for temporary 90 day qua | ents, but provide an affidavit (copy a alification. | attached) which may |
| 3. | Qualificati | oplication for a birth certificate pend ion shall terminate upon receipt of the ficate does not exist because I am no | ne birth certificate or |
| Applicant | Date | Printed Name | |

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

| State of Missouri |) |
|---|---|
| |)SS. |
| County of |) |
| | ng at least eighteen years of age, swear upon my oath that I am either a United States 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 wri | tten appeared before me and swore that the facts contained rue according to his/her best knowledge, information and belief. |
| | Notary Public |
| My Commission Expires: | |



Standard Terms and Conditions

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

Jacob M. Garrett, Buyer

Phone: 573-886-4393 - FAX 573-886-4390

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 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 resubmittal 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.
- 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
- 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.

Boone County Purchasing Jacob M. Garrett Buyer



613 E. Ash Street, Room 111 Columbia, MO 65201 Phone: (573) 886-4393 Fax: (573) 886-4390

"NO BID" RESPONSE FORM

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

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

If you have questions, please call the Purchasing Office at (573) 886-4393. Thank you for your cooperation.

| Celephone |
|-----------|
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| |
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