

Boone County Purchasing 613 E. Ash Street, Room 111

Columbia, MO 65201

Jacob M. Garrett, Buyer

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Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: 64-20OCT15

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 – OCTOBER 20, 2015

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 111

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 - OCTOBER 20, 2015

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, 2016 through December 31, 2016, and may be automatically renewed for an additional four (4) one year periods unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7.1. CONTRACT EXTENSION After completion of the fourth 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. **340 cases:** Copy Paper: Xerox 4200 **NO SUBSTITUTIONS ALLOWED** 8 ½" x 11," 500 sheets per ream, 10 reams per case
- 2.1.1.2. **640 cases:** Copy Paper: Generic 8 ½" x 11," 500 sheets per ream, 10 reams per case
- 2.1.1.3. **7 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. 7 cases: Copy Paper: Xerox 4200 or equivalent 8 ½" x 14," 500 sheets per ream, 10 reams per case
- 2.1.1.5. 3 cases: Copy Paper: Xerox 4200 or equivalent 11" x 17", 500 sheets per ream, 5 reams per case
- 2.1.1.6. **502** 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:** Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone (573) 886-4393; Facsimile (573) 886-4390 or email: JGarrett@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 Tom Bass Rd;

Annex Building, 613 E. Ash;

Juvenile Justice Center, 5665 Roger I. Wilson Drive;

Children's Community Services, 605 E. Walnut Suite A;

Joint Communications 17 N. 7th Street Suite A – until June 2016, then the address will be Emergency Communications Center 2145 E. County 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.

Purchasing Department

County of Boone

4.8.4.	Paper, Copy: Xerox 4200 or equivalent 8 ½" x 14", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 10 reams per case. Manufacturer: Item #:	7 cases	\$	
4.8.5.	Paper, Copy: Xerox 4200 or equivalent 11" x 17", 20 pound. White bond copy paper, dual purpose, long grain, minimum brightness 92, 500 sheets per ream, 5 reams per case Manufacturer: Item #:	3 cases	\$	
4.8.6.	Paper, Copy: Multipurpose Colored 8 ½" x 11", 20 pound, 500 sheets per ream Manufacturer: Item #:	502 <u>reams</u>	\$	\$
4.8.7.	TOTAL COST (Sum of Extended Price for	4.7.1-4.7.6)		\$
4.8.8.	Percent off list for any paper products not	listed herein:	%	
4.9.	Maximum Percentage Increase In Total C	ost for any re	newal period:	<u>%</u>
4.10.	Delivery After Receipt of Order:	Day	<u>'8</u>	
4.11.	Will you honor the submitted prices for puparticipate in cooperative purchasing with			County who Yes No
	PLEASE SUBMIT THREE (3) COPIES O	F THE RESP	PONSE	
4.12.	The undersigned offers to furnish and deliterms stated and in strict accordance with which have been read and understood, and submission of this bid, the vendor certifies applicable, Section 34.359 ("Missouri Dom Statutes of Missouri.	all requireme I all of which that they are	ents contained in the are made part of this in compliance with S	Request for Bid order. By Section 34.353 and, if
4.12.1.	Authorized Representative (Sign By Hand		ate:	
4.12.2.	Print Name and Title of Authorized Repre	sentative		_

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:

 $\frac{\text{http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM10000004718190aRCRD&vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bce2e261405110Vgnextchannel=75bc$

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 for proof of enrollment.

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

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

County of					
State of)ss)				
My name is		I am an auth	orized agent o	of	_
	(Bidder). This busin	ness is enrolled a	and participate	es in a federal	work authorization
program for all emp	loyees working in con	nection with serv	vices provided	to the County	y. This business
does not knowingly	employ any person tha	t is an unauthori	zed alien in co	onnection with	h the services being
provided. Documen	tation of participation i	in a federal work	authorization	program is a	ttached hereto.
Furthermore	, all subcontractors wo	rking on this cor	ntract shall aff	irmatively sta	te in writing in their
contracts that they a	re not in violation of S	ection 285.530.1	, shall not the	reafter be in v	violation and submit
a sworn affidavit un	der penalty of perjury	that all employed	s are lawfully	present in the	e United States.
		Affiant		Date	_
		Printed Name		*1-1-11	_
Subscribed and swo	rn to before me this	_ day of	, 20	·	
		Notary	y Public		
Attach to this for	n the first and last pa	ge of the <i>E-Ver</i>	ifv Memoranı	dum of Under	standing that you

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

CERTIFICATION OF INDIVIDUAL BIDDER

Applicant	Date	Printed Name
	United States citizen.	
3.	of Qualicertificate or determination t	ification shall terminate upon receipt of the birth hat a birth certificate does not exist because I am not a
3.	I have provided a completed	application for a birth certificate pending in the State
2.	I do not have the above documay allow for temporary 90	ments, but provide an affidavit (copy attached) which day qualification.
1.	United States. (Such proof r certificate, or immigration do	cuments showing citizenship or lawful presence in the nay be a Missouri driver's license, U.S. passport, birth ocuments). Note: If the applicant is an alien, ce must occur prior to receiving a public benefit.
•	nce below. Note: A parent or guar permanent resident need not comp	dian applying for a public benefit on behalf of a child ply.
		fy their lawful presence in the United States. Please
retirement, welfar	re, health benefit, post secondary	education, scholarship, disability benefit, housing
Pursuant t	to Section 208.009 RSMo, any per	rson applying for or receiving any grant, contract, loan

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 bein	
Date	_	Signature	
Social Security Number or Other Federal I.D. Num	- ber	Printed Name	
On the date above		11	and swore that the facts
contained in the foregoing	affidavit are true	e according to his/her best knowled	ge, information and belief
		Notary Public	
My Commission Expires:			

(Please complete and return with Contract)

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

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

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 itemby-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. 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 <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) 886-4393. Thank you for your cooperation.

(Business Name)	(Date)
(Address/P.O. Box)	(Telephone)
(City, State, Zip)	(Contact)
REASON(S) FOR NOT SUBMITTING A F	BID: