Boone County Purchasing

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



Jacob M. Garrett, Buyer

Phone: (573) 886-4392 Fax: (573) 886-4390

Email: JGarrett@boonecountymo.org

Bid Data

Bid Number: **78-14DEC15**

Commodity Title: Law Enforcement Uniforms Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING **DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: Monday, December 14, 2015

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

Location / Mail Boone County Purchasing Department

Address: Boone County Annex Building

613 E. Ash Street, Room 111

Columbia, MO 65201

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

Street. Enter the building from the South side. Wheel chair accessible entrance

is available.

Bid Opening

Day / Date: Monday, December 14, 2015

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

Location / Address:

Boone County Annex Conference Room

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

Work Authorization Certification

Debarment Form

Certification of Individual Bidder

Individual Bidder Affidavit

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. 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, by email or 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. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **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 also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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.

- 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 a Term and Supply contract for the furnishing of Law Enforcement Uniforms to the Boone County Sheriff's Department on an as needed basis as detailed in the following specifications.
- 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an 'all or none' basis or by 'group'. The County realizes awarding on a 'group' basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
 - 2.2. CONTRACT DURATION The contract shall be effective from the January 1, 2016 through December 31, 2016. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** All prices shall be as indicated on the Response Form. 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.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **QUANTITY** All orders shall be placed based upon need. The County reserves the right to deviate from the estimated quantities listed on the Response Form.
- 2.7. ADDITIONAL INSTRUCTIONS AND CONDITIONS
- 2.7.1. **Samples:** A sample of all materials <u>for comparable substitutions</u> of shirts, trousers, and jackets *must* be submitted with the bid along with pictures/descriptive literature of all items covered by this bid. Samples of specific uniform items may be requested before final award is made. Failure to include samples could cause a bid to be considered non-responsive and not considered for award. When samples are called for, they 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

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- following bid opening. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.7.2. Prior to delivery, all items must be packaged and labeled with the officer's name.
- 2.7.3. Bidder(s) requesting substitute products wherever a specific manufacturer or model number is referenced must provide certification that the item submitted meets or exceeds the minimum specifications. Submission of technical product information with bid response is required. Substitutions are not allowed when noted in Section four of this request.
- 2.7.4. Uniforms should be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use.
- 2.7.5. Evaluation of uniforms will be based upon fabric grades, fabric quality, color, stitching, general construction, cost and delivery.
- 2.7.6. The resulting Contractor will provide a representative of their company to come to the Sheriff's Department in order to measure officer's for proper fit of uniform items.
 - 2.8. **DELIVERY** Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.8.1. **Delivery Address** All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.8.2. **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 county holidays.
 - 2.9. **BILLING AND PAYMENTS** Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.10. **NON-EXCLUSIVITY** The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.11. **DESIGNEE** Boone County Sheriff's Department
- Bid Clarification 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.

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- 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 proposal number and the due date and time.
- 3.2.2. **Advice of Award -** A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
 - 3.3. **BID OPENING** On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.	Response Form	
	Company Name:	
4.2.		
4.3.	City/Zip:	
4.4.	Phone Number:	-
4.5.	Fax Number:	
4.6.	E-Mail Address:	_
4.7.	Federal Tax ID:	_
4.7.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)	
4.8.	Delivery After Receipt of Order:	
4.9.	The undersigned offers to furnish and deliver the articles or services as prices and terms stated and in strict accordance with all requirements. Invitation for Bid which have been read and understood, and all of whe part of this order. By submission of this bid, the vendor certifies that the compliance with Section 34.353 and, if applicable, Section 34.359 ("Misso Products Procurement Act") of the Revised Statutes of Missouri.	contained in the ich are made y are in
4.10.	Will you honor the submitted prices for purchase by other entities in Boone participate in cooperative purchasing with Boone County, Missouri? Yes No	County who
4.11.	Maximum Percentage Increase for% 1st Renewal	% 2 nd Renewal
4.12.	Delivery Days After Receipt of Order:Days	
4.13. 4.13.1.	Submit three (3) complete copies of your Response in a single sealed en marked on the outside, left corner with your company name and return bid number and the due date and time. Authorized Representative (Sign By Hand):	
	Date:	
4.13.2.	Print Name and Title of Authorized Representative Date:	

Purchasing Department

County of Boone

	Item	Unit Price	Qty	Extended Price
14.1.	Long Sleeve Shirts-Elbeco Duty Plus, Material			
	content to be 65% Dacron polyester and 35% rayon,	MEN'S SIZES		
	10 ounce one ply tropical weave. Must furnish shirts	THE STEELS		
	in full and half sizes (e.g. 17 and 17 ½.)	\$	60	\$
	• Color Silver Tan	Φ	00	Ψ
		WOMEN'S		
	• 2 front & 3 back permanent military creases	SIZES		
	• Front of shirt with center facing 1 ½" wide	SIZES		
	from collar to bottom of shirt.	•	10	\$
	• 6 center vertical buttons, button side shall be	\$	10	Φ
	lined	CEANDARD		
	• 2 breast pockets with mitered corners, 5 5/8"	STANDARD		
	to 6" long with box stitching on top and	OVERSIZE		
	bottom	CHARGE COST		
	• Left pocket shall have a pencil opening.	PER		
	Badge tab to be included and reinforced on	INCREMENTAL		
	inside of shirt.	SIZE OVER		
	 Shoulder straps pointed at the end toward the 	XXL		
	neck fastened with one button. The shoulder			
	end sewn into the sleeve head seam.	\$		
	Patches and chevrons to be attached by			
	successful vendor.			
	attached): Material Content:			
14.2.	Short Sleeve Shirts – Elbeco Duty Plus, Material			
17.2.	content to be 65% Dacron polyester and 35% rayon,	MEN'S SIZES		
		MEN 9 SIZES		
	10 ounce one ply tropical weave. Must furnish shirts	6	60	6
	in full and half sizes (e.g. 17 and 17 ½.)	\$	60	\$
	Color Silver Tan	MOMENIC		
	2 front and 3 back permanent military creases	WOMEN'S		
	• Front of shirt with center facing 1 ½" wide	SIZES		
	from collar to bottom of shirt.		4.0	
	• 6 center vertical buttons, button side shall be	\$	10	\$
	lined			
	• 2 breast pockets with mitered corners, 5 5/8"	STANDARD		
	to 6" long with box stitching on top and	OVERSIZE		
	bottom	CHARGE COST		
	Left pocket shall have a pencil opening.	PER		
	Badge tab to be included and reinforced on	INCREMENTAL		
	inside of shirt.	SIZE OVER		
		XXL		
	Shoulder straps pointed at the end toward the nock fortuned with one butter. The shoulder			
	neck fastened with one button. The shoulder	\$		
	end sewn into the sleeve head seam.			
	 Patches and chevrons to be attached by 		ľ	

	successful vendor. Comparable Substitution (Fabric Sample <i>MUST</i> be attached):			
	Material Content:			
4.14.3.	Clip On Ties Color – Brown Lengths: 18" and 22" Button hole feature to hold tie in place Tie width at widest point shall be 3"	REGULAR SIZE \$ EXTRA LONG	10	\$
4.14.4.	Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armor "Heat Gear" Fitted style) • Color – MUST match color of Turtleneck Shirt submitted on item 4.14.5. • 4-Way Stretch fabric improves range of motion and dries faster • Moisture wicking technology • Anti-Odor technology prevents growth of odor-causing microbes • Smooth seams prevent chafing • 4.7 oz Polyester/Elastane (or comparable) Comparable Substitution (Fabric Sample MUST be attached): Material Content:	MEN'S SIZES S WOMEN'S SIZES S	100	\$\$
4.14.5.	Regulation Elbeco ELB 8601 Turtleneck Shirt – Pullover type mock turtleneck with side seams, full neck heights, and long sleeves. • Color – Dark Brown • Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce • Neck and cuffs Lycra Spandex • Body material to 1 x 1 jersey knit consisting of 100% combed cotton • Body, collar, and neck material shall be properly finished to resist piling • Sleeves to be set-in type with rib knit cuffs • All stitches, seams and stitching shall conform to FED-STD-751	\$STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL	100	\$

	Comparable Substitution (Fabric Sample <i>MUST</i> be attached):			
	Material Content:			
4.14.6.	Spiewak Style #S1780 WeatherTech Tactical Response Parka **NO SUBSTITUTIONS ALLOWED** Color - Black Front and back yokes with mesh-lined upper torso for increased airflow Outershell can be worn alone as a waterproof, breathable raincoat or windbreaker Performance sleeve allows complete range of motion, pit zips allow ventilation Removable liner options – Styles S327, S525V, S526CF zip into parka Snap closure side vent zippers allow access to equipment Waterproof, breathable three-piece drop-in hood	\$STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL \$	5	\$
4.14.7.	Spiewak Style #S3616 WeatherTech Systems Duty Jacket **NO SUBSTITUTIONS ALLOWED** • Color - Black • High performance nylon shell and WeatherTech® waterproof, windproof, breathable lining with sealed seams • Pit zips under sleeves allow ventilation • Several jackets can zip into this parka for full winter protection • Snap closure side vent zippers allow access to equipment • Three-piece waterproof, windproof, breathable drop-in hood with draw cords • Two zippered security pockets under front double placket	\$STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL	10	\$
4.14.8.	Spiewak Style #S327 Public Safety Performance Fleece/Liner **NO SUBSTITUTIONS ALLOWED** Color - Black Epaulets with integrated mic tab High quality non-pill micro fleece with Tactel® shell at high stress areas Power hook and loop closure on elastic cuff Shock corded waist draw cord with snap tabs to secure inside the garment Structured support for reinforcement on shoulders and elbows	\$STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL	15	\$

	7: 10 . 0			
4.4.4.0	Zippered front fly			
4.14.9.	 Construction must be equal to or better than the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat 2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each 	\$	5	\$
4 1 4 10	Color: Brown (both hat and leather) State Half- and Half- an			
4.14.10.	 Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat 2 piece behind the head strap and 1 piece 	\$	5	\$
	around the top leather swivel hat strap to be included with eachColor: Brown (both hat and leather)			
4.14.11.	Reversible Raincoat – Blauer 26990 Rain Jacket One-ply Tech-Lite urethane-coated 200-denier oxford nylon fabric reverses to hi-viscolor ANSI/ISEA 107-2004 Class II Certified Hi-vis yellow only 2" SCOTCHLITE reflective trim on hi-vis side around chest and cuffs Seams sealed with thermal tape Snap-over fly front Snap equipment side opening Special facings prevent yellow "peek through" Go through hook and loop closed side openings Badge tab on black side only 48" long 3" Reflective SHERIFF on back of jacket (hi-vis side only) 123 is snap-on hood (option) Comparable Substitution: Material Content:	\$STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER XXL \$ Optional Hood \$	10	\$
4.14.12.	Trouser: Elbeco E615RN Tek 2 Cargo Trousers **NO SUBSTITUTIONS ALLOWED** • Color: Brown • Two rear pockets with button tabs • Traditional lined belt loops	MEN'S SIZES \$ WOMEN'S	100	\$
	 Bar tacks at key stress points for durability Weight: 7.0-7.25 oz/sq yd 11.5-12 oz/linear yd 	SIZES \$		\$

	 Creases Double hook and eye waist closure for extra support prevents roll over Also available in shorts Melamine high impact buttons Pressed-open, tailored seam construction for a professional appearance Nano Fluid Repellency technology repels fluids Machine washable Fabric: 65% polyester / 35% cotton - stretch twill weave Two back billy pockets Extra-deep quarter-top front pockets Two dual-compartment cargo pocketshidden zipper behind, inverted pleat pocket underneath flap with hook and loop closure French fly for additional support DutyFit™ no-contraption waistband allows for stretch while keeping shirt tucked in Covert stretch memory waistband provides up to 3" of additional room for comfort Triple stitch crotch construction prevents blowouts Available in Ladies Choice 	CHARGE COST PER INCREMENTAL SIZE OVER XXL \$		
4.14.13.	Trouser: Blauer 8810X – Side Pocket Cotton Blend Trousers **NO SUBSTITUTIONS ALLOWED** • Color: Brown • Relaxed fit for freedom of movement • Silicone creases retention process • Front quarter pocket styling • Pleated double thigh pockets with 3M TM SCOTCHLITE TM striping under pocket flap and hidden cell phone pocket and equipment tunnels • 2 hip pockets with button tabs • Strong and comfortable cotton belend pocketing	MEN'S SIZES \$ WOMEN'S SIZES \$ STANDARD OVERSIZE CHARGE COST PER INCREMENTAL SIZE OVER	50	\$ \$
4.14.14.	 Heavy-duty nylon fly zipper with auto-lock slider Split-seam tailored construction Thigh let-outs accommodate athletic builds Extra-strength tandem-needle seat seam Minimum discount for all product lines introduced at contract, and all existing lines not specified herein: 	\$		%

(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	

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:

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.

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COUNTY OF BOONE - MISSOURI 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 autho	rized agent of	
(I	Bidder). This b	usiness is enrolled an	d participates in a	federal work
authorization program fo	r all employees	s working in connecti	on with services p	provided to the County.
This business does not k	nowingly empl	oy any person that is	an unauthorized a	lien in connection with
the services being provide	ed. Document	ation of participatio	n in a federal wo	rk authorization
program is attached to	this affidavit.			
Furthermore, all	subcontractors	working on this contr	act shall affirmati	vely state in writing in
their contracts that they a	re not in violat	ion of Section 285.53	30.1, shall not ther	eafter be in violation and
submit a sworn affidavit	under penalty o	of perjury that all emp	ployees are lawful	ly present in the United
States.				
		Affiant	Date	e
		Printed Name		.
Subscribed and sworn to	before me this	day of	, 20	
		Notary F	oublic of the contract of the	

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

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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. I do not have the above documents, but provide an affidavit (copy attached) which 2. may allow for temporary 90 day qualification. I have provided a completed application for a birth certificate pending in the State 3. . 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. Printed Name **Applicant**

Date

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

State of Missouri)		
County of)SS.)		
		hteen years of age, swear upo United States government as	
Date	-	Signature	
Social Security Number or Other Federal I.D. Number	oer .	Printed Name	
On the date above v			re me and swore that the facts wledge, information and belief.
		Notary Public	
My Commission Expires:			

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.
- 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.



"No Bid" Response Form

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

Jacob M. Garrett, Buyer (573) 886-4393 – Fax: (573) 886-4390 <u>JGarrett@boonecountymo.org</u>

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **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: 78-14DEC15 - Law Enforcement Uniforms Term and Supply

Business Name:	_
Address:	_
	_
	_
Telephone:	_
Contact:	
Date:	
Reason(s) for not bidding:	