



**Request for Bid (Bid)**

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

**Jacob M. Garrett, Buyer**  
Phone: (573) 886-4393 Fax: (573) 886-4390  
Email: JGarrett@boonecountymo.org

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***Bid Data***

Bid Number: **79-15DEC15**  
Commodity Title: **Law Enforcement Boots Term and Supply**

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

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***Bid Submission Address and Deadline***

Day / Date: **Tuesday, December 15, 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

Directions: The Purchasing office is located on the Southeast corner at 7<sup>th</sup> Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

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***Bid Opening***

Day / Date: **Tuesday, December 15, 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

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***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 e-mail 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 Boots** 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 **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.
- 2.6. **QUANTITY** – All orders shall be placed based upon need. The County estimates that a total of 80 boots will be needed per year but reserves the right to deviate from this estimate based upon actual need.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. 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 following County’s receipt of sample. 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 labeled with the officer’s name, size, and date of purchase with indelible ink that will remain and not wash/wear out during the life of the boot.
- 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 where noted in the response section of this request.
- 2.7.4. Vendors must come to the department and measure officers for proper fit of boots.
- 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 4:00 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. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
    - 2.10.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
    - 2.10.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess

- coverage's. Should any work be subcontracted, these limits will also apply.
- 2.10.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.10.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
- 2.11. **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.
- 2.12. **DESIGNEE** – Boone County Sheriff's Department
- 2.12.1. **Bid Clarification** – Jacob M. Garrett, Buyer, 613 E. Ash Street, Columbia, MO 65201.  
Telephone: (573) 886-4393; Facsimile (573) 886-4390 or email: [jgarrett@boonecountymo.org](mailto:jgarrett@boonecountymo.org).

**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. **Web Page-** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://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**

4.1. Company Name:

\_\_\_\_\_

4.2. Address:

\_\_\_\_\_

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. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_

4.8.2. Print Name and Title of Authorized Representative

\_\_\_\_\_ Date: \_\_\_\_\_

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No

4.10. Maximum Percentage Increase for \_\_\_\_\_ % 1<sup>st</sup> Renewal \_\_\_\_\_ % 2<sup>nd</sup> Renewal

4.11. Delivery Days After Receipt of Order: \_\_\_\_\_ Days

4.12. **Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.**



**PRICING-NO SUBSTITUTIONS WILL BE ALLOWED WHERE NOTED  
VENDOR MUST COME TO DEPARTMENT TO MEASURE OFFICERS.**

	Item	Unit Price	Qty	Extended Price
4.12.1.	<b>Boots:</b> Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 <ul style="list-style-type: none"> <li>• No steel toe</li> <li>• Color-Black</li> <li>• <b>NO SUBSTITUTIONS ALLOWED</b></li> </ul>	\$ _____		\$ _____
4.12.2.	<b>Boots:</b> Danner Striker 2 GTX, Style #42980 <ul style="list-style-type: none"> <li>• 100% waterproof and breathable GORE-TEX®</li> <li>• Full-grain leather</li> <li>• 1000 Denier nylon upper</li> <li>• TERRA FORCE™ X Lite platform</li> <li>• Danner TFX® Lite outsole</li> <li>• Nylon shank</li> <li>• 8" height</li> </ul>	\$ _____		\$ _____
4.12.3.	<b>Boots:</b> Magnum Stealth Force 8.0 SZ Style #5198 <ul style="list-style-type: none"> <li>• Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper</li> <li>• Circular Side Zipper</li> <li>• Cambrelle Moisture Wicking Lining</li> <li>• Agion Antimicrobial treatment</li> <li>• Coats Barbour Anti Fraying Stitching Thread</li> <li>• EN ISO 20347 Certified</li> <li>• Composite Shank</li> <li>• Compression Molded EVA Midsole</li> <li>• M-Pact Contoured Sockliner with Memory Foam</li> <li>• Flex-Zone with Siping for Traction and Control</li> <li>• X-Traction Zone Outsole.</li> </ul>	\$ _____		\$ _____
4.12.4.	<b>Boots:</b> UnderArmour Valsetz Tactical Boot, Style #1224003 <ul style="list-style-type: none"> <li>• Lightweight, water-resistant air mesh upper helps to resist moisture</li> <li>• Fully-gusseted tongue keeps out debris</li> <li>• High strength nylon upper lace locks are stitched in to allow quick on or off lacing</li> <li>• Lower eyelets have welded TPU reinforcements for increased durability</li> <li>• Molded TPU toe guard helps protect against bumps and abrasion in rough terrain</li> <li>• Amourbound and Armourlastic EVA foam midsole</li> <li>• Ortholite insole antimicrobial and odor fighting performance and comfort</li> <li>• Armourguide TPU heel cups foot for added protection</li> <li>• High abrasion rubber outsole</li> </ul>	\$ _____		\$ _____

	<ul style="list-style-type: none"> <li>Built in flex grooves for aggressive traction</li> </ul>			
4.12.5.	<p><b>Boots:</b> 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's Style #12217</p> <ul style="list-style-type: none"> <li>ASTM F2413-05 M C/75 I/75 EH PR certified</li> <li>CSA Certified</li> <li>Waterproof and polishable full grain leather</li> <li>Waterproof/breathable bloodborne pathogen resistant membrane*</li> <li>Composite safety toe</li> <li>Puncture resistant midsole board</li> <li>YKK Side zipper</li> <li>Antibacterial and moisture-wicking</li> <li>Shock Mitigation System®</li> <li>Oil &amp; slip-resistant, quiet outsole</li> </ul>	\$ _____		\$ _____
4.12.6.	<p><b>Boots:</b> Original SWAT WINX2 8" Tactical boot, Style #1010</p> <ul style="list-style-type: none"> <li>Uniform code, full-grain leather with polishable toe</li> <li>Removable molded orthotic footbed</li> <li>Molded Thermoplastic Heel Counter and toe box</li> <li>Rear heel kickplate</li> <li>Tough and durable moisture-wicking lining</li> </ul>	\$ _____		\$ _____
4.12.7.	<p><b>Boots:</b> Rocky AlphaForce Composite Toe Duty Boot, Style #6169</p> <ul style="list-style-type: none"> <li>Guaranteed Rocky Waterproof construction</li> <li>Non-Metallic Stabilizer</li> <li>Oil and Slip-Resistant RigiTrac Molded EVA</li> <li>Rubber Outsole in Non-Marking</li> <li>Airport Footbed Provides Support and Cushioning</li> <li>ASTM Approved Xtremium Toe</li> <li>Full-Grain Water-Resistant Leather and Lightweight 1000 Denier Nylon</li> </ul>	\$ _____		\$ _____
4.12.8.	<p><b>Boots:</b> Rocky First Med Boot, Style #0911180</p>	\$ _____		\$ _____
4.12.9.	<p><b>Boots:</b> Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #EO2788</p> <ul style="list-style-type: none"> <li>GX-8 GORE-TEX® 8" Insulated Side Zip Boots</li> <li>YKK® side zipper with nylon tab cover and interior gusset for easy on-off</li> <li>Full grain leather and 1680 ballistic nylon upper with a breathable waterproof GORE-TEX® membrane</li> <li>Waterproof</li> </ul>	\$ _____		\$ _____

	<ul style="list-style-type: none"> <li>• Molded EVA shock absorbing midsole-comfort from toe to heel</li> <li>• Nylon shank</li> <li>• 200 gr Thinsulate™ insulation</li> <li>• Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole</li> <li>• Perfect for passing through security checkpoints</li> <li>• Flap inside of zipper</li> <li>•</li> </ul>			
4.12.10.	<b>Boots: Bates 8" Ultralite Enforcer Water Resistant Tactical Boot, Style #2280</b> <ul style="list-style-type: none"> <li>• Waterproof leather with ballistic nylon upper</li> <li>• Breathable mesh lining</li> <li>• Cushioned removable insert</li> <li>• Slip resistant rubber outsole</li> <li>• Athletic cement construction</li> </ul>	\$ _____		\$ _____

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the 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/USCIS/E-Verify/Custom%20Support/Employer%20MOU%20\(September%202009\).pdf](http://www.uscis.gov/USCIS/E-Verify/Custom%20Support/Employer%20MOU%20(September%202009).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*.

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

County of \_\_\_\_\_ )  
   )ss  
 State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
 Affiant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
 Notary Public

## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri            )  
  )SS.  
County of \_\_\_\_\_    )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with 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.

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Name and Title of Authorized Representative

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Signature

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Date





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

***Standard Terms and Conditions***

**Jacob M. Garrett, Buyer**  
(573) 886-4393 - FAX (573) 886-4390

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**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 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**  
613 E. Ash Street  
Columbia, MO 65201

***“No Bid” Response Form***

**Jacob M. Garrett, Buyer**  
(573) 886-4393 - FAX (573) 886-4390

**“NO BID RESPONSE FORM”**

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

If you do not wish to respond to this 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: 79-15DEC15 - Law Enforcement Boots Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_