



Request for Bid (RFB)

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

Phil Fichter, Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: PFichter@boonecountymo.org

Bid Data

Bid Number: **46-09NOV16**
Commodity Title: **Carpet Cleaning Services Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, November 09, 2016**
Time: **10:00AM. (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 Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Wednesday, November 09, 2016**
Time: **10:00AM**
Location / Address: **Boone County Annex Building 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**
 - Exhibit A – Prior Experience**
 - 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. 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 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.
- 1.3.1. **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.
- 1.4. **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.
- 1.4.1. Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Phil Fichter, Buyer, 613 E. Ash St., Room 111, Columbia, MO 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: pfichter@boonecountymo.org.
- 1.4.2. **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.
- 1.4.3. **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.

- 1.5. **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.
- 1.5.1. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 1.6. **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.
- 1.6.1. **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.
- 1.6.2. **Contract Period** - Any Term and Supply Contract resulting from this Bid will have an initial term from **January 1, 2017 through December 31, 2017, and may be automatically renewed for an additional four (4) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.6.3. **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.
- 1.6.4. **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 the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 1.7. **PRICING:** 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.
- 1.7.1. 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.
- 1.8. **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 AND/OR SERVICES 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 all labor, materials, tools, equipment, transportation, services, and supervision to perform **Carpet Cleaning Services** to various properties of Boone County – Missouri.
 - 2.1.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Facilities Maintenance Director.
 - 2.1.2. **Contractor Qualifications and Experience:** The Contractor to whom a Carpet Cleaning Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. *Exhibit A: Prior Experience* to this bid may be used for this purpose.
- 2.2. **QUANTITY** - All orders will be placed by Facilities Maintenance, the Sheriff Department, or Public Works on an “as needed” basis. It is anticipated that each location will be cleaned once annually based on need and availability. The service specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. Square footage is estimated, and rounded to nearest hundred.
- 2.3. **TECHNICAL SPECIFICATIONS** - Commercial carpet cleaning of County buildings as follows:
 - 2.3.2. **Service Locations:** Work to be performed at the following Columbia, Missouri locations. (Square footage is approximated and should be confirmed by each bidder):

Sheriff Department – 2121 County Drive	7,000 square feet
Sheriff Annex – 2111 E. County Drive	2,000 square feet
Government Center – 801 E. Walnut	30,000 square feet
Courthouse – 701 E. Walnut	61,000 square feet
Public Works – 5551 Tom Bass Rd.	3,300 square feet
Annex Building - 613 E. Ash	3,000 square feet
Alternative Sentencing - 607 E. Ash	2,800 square feet
Juvenile Justice Center - 5665 Roger I. Wilson Memorial Dr.	3,300 square feet
605 E. Walnut	1,800 square feet
609 E. Walnut	1,600 square feet
Emergency Management – 2145 E. County Drive	15,000 square feet

- 2.3.3. **Sofas & Chairs:** The County will also use this contract for the cleaning of sofas, sofa chairs and work chairs. These cleanings will be coordinated to occur at the same time as carpet cleaning. The Contractor shall provide a price per unit to clean sofas and chairs as requested on the Response/Pricing Form.
- 2.3.4. All work shall be performed after 5:00 P.M. on weekday nights or as arranged on Saturday with Facilities Maintenance Manager, with a minimum dry time of twelve (12) hours.
- 2.3.5. Contractor shall clean around and move no furniture, files, etc. EXCEPT chairs and chair mats. All mats need to be replaced after carpet has had time to dry. Any and all chairs and mats shall be moved and replaced by contractor for optimum cleaning.
- 2.3.6. County staff member will be available to provide access to offices only and will perform NO work for the Contractor. County will provide water and electricity only.
- 2.3.7. Contractor firm shall be certified by IICRC (Institute of Inspection, Cleaning and Restoration). The Institute of Inspection, Cleaning and Restoration Certification certifies and endorses professional cleaning, restoration and inspection firms that establish and maintain a professional atmosphere in conducting business.
- 2.3.8. All commercial cleaning procedures and supplies will be as specified by the IICRC Institute (www.iicrc.org) - IICRC S100 Standards Reference Guide for Professional On-location Cleaning of Installed Textile Floor Covering Materials.
- 2.3.9. Procedure for carpet cleaning: Equipment - Truck mounted unit with a maximum water pressure and extraction, 500 pounds of water pressure and 500 pounds of extraction. Machine for cleaning the carpet shall be a circular motion extractor with five (5) extraction shoes that work the dirt loose, lift the pile, and extract

the water out. It shall have five (5) spray nozzles that spray the water out to rinse the carpet. After the shampoo is agitated in the carpet, the machine shall rinse all of the shampoo and dirt out of the carpet fiber with clean water leaving no residue behind, only clean carpet.

- 2.3.10. Method of cleaning: The shampoo shall be sprayed on the carpet, agitated in with a professional extraction agitator, and then rinsed out with clean water so that there is no soap residue left.

2.4. **SPECIAL CONDITIONS AND REQUIREMENTS**

- 2.4.1. **MSDS Sheets** – Contractor may be required to provide Material Safety Data Sheets on any or all products used.
- 2.4.2. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.5. **BILLINGS:** Upon completion of all cleaning at the required service location, invoices should be submitted to the Boone County office or department as shown below. Payment will be made 30 days after receipt of a correct invoice.

Service Location	Billing Address
Sheriff Department Sheriff Annex	Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202
Public Works	Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201
Government Center Courthouse Annex Building Alternative Sentencing Juvenile Justice Center 605 E. Walnut 609 E. Walnut Emergency Management Ops	Boone County Facility Maintenance, 613 E. Ash St., Room 107, Columbia, MO 65201

- 2.5.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.6. County will contact Contractor of potential dates to schedule carpet cleaning. Contractor must respond if dates are acceptable within three (3) business days. If dates are not acceptable, Contractor must propose a realistic and true time when they can schedule the work and within 30 days of the original proposed dates by the County. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.7. **INSURANCE**
- 2.7.1. **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.
- 2.7.2. **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 **\$500,000.00** each employee, **\$500,000.00** each accident, and **\$500,000.00** 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.

- 2.7.3. **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 **\$1,000,000.00** 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 **\$1,000,000.00** per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 2.7.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than **\$1,000,000.00** 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.
- 2.7.5. **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.
- 2.8. **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.
- 2.9. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.10. **INSPECTION OF FACILITIES:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.11. **DESIGNEE** – Doug Coley, Director, Boone County Facilities Maintenance, 613 E. Ash St., Room 106, Columbia, MO 65201. Phone: (573) 886-4400; Fax: (573) 886-4402; or E-mail: dcoley@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."
- 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.**
- 3.3. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.3.1. **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.
- 3.4. **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.
 - 3.4.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.4.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.4.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response / Pricing Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____

- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.8. **Carpet Cleaning Services:** We propose to furnish the equipment/material/services as indicated in this Bid Blank including all labor, parts and material required to perform such work, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material/service shall be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.8.1. ITEM	DESCRIPTION	LUMP SUM PRICE
1.	Carpet Cleaning: Sheriff Department (7,000 SF)	\$ _____
2.	Carpet Cleaning: Sheriff Annex (2,000 SF)	\$ _____
3.	Carpet Cleaning: Government Center (30,000 SF)	\$ _____
4.	Carpet Cleaning: Courthouse (61,000 SF)	\$ _____
5.	Carpet Cleaning: Public Works (3,300 SF)	\$ _____
6.	Carpet Cleaning: Annex Building (3,000 SF)	\$ _____
7.	Carpet Cleaning: Alternative Sentencing (2,800 SF)	\$ _____
8.	Carpet Cleaning: Juvenile Justice Center (3,300 SF)	\$ _____
9.	Carpet Cleaning: 605 E. Walnut (1,800 SF)	\$ _____
10.	Carpet Cleaning: 609 E. Walnut (1,600 SF)	\$ _____
11.	Carpet Cleaning: Emergency Management (15,000 SF)	\$ _____
TOTAL FOR ALL BOONE COUNTY LOCATIONS (4.8.1.1 – 4.8.10.)		\$ _____
11.	Sofa Cleaning (per unit)	\$ _____
12.	Sofa Chair / Office Chair Cleaning (per unit)	\$ _____

Price Per Square Foot for "As Needed" Individual Areas:

13. Work During Regular Business Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m. \$ _____/per SF
14. Work During Evening Hours After 5:00 p.m. or on Saturday \$ _____/per SF
- 4.9. Maximum % Increase 1st Renewal: _____%
- Maximum % Increase 2nd Renewal: _____%
- Maximum % Increase 3rd Renewal: _____%
- Maximum % Increase 4th Renewal: _____%
- 4.10. 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
- 4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today's Date: _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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.

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 item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services.

Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201
Phil Fichter, Buyer
(573) 886-4392– 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# 46-09NOV16 – Carpet Cleaning Services Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

