

Boone County Purchasing

613 E. Ash, Room 111 Columbia, MO 65201

Request for Bid (RFB)

Robert Wilson, Buyer

(573) 886-4393 – Fax: (573) 886-4390 Email: rwilson@boonecountymo.org

Bid Data

Bid Number: 36-28AUG17

Commodity Title: Corrections Uniforms Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Monday, August 28, 2017

Time: 2:00 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Annex Building

613 E. Ash, Room 111 Columbia, MO 65201

Directions: The Purchasing Office is located on the Northwest corner at 7th Street and

Ash Street. Enter the building from the South Side. Wheel chair accessible

entrance.

Bid Opening

Day / Date: Monday, August 28, 2017

Time: 2:00 P.M. (Bids received after this time will be returned unopened)

Location / Address: **Boone County Annex Building Conference Room**

613 E. Ash Street Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: **Primary Specifications**

3.0: Response Presentation and Review

4.0: **Response Form**

Instructions for Compliance with House Bill 1549

Work Authorization Certification Certification of Individual Bidder

Affidavit

Debarment Form Sample Order Form

Standard Terms and Conditions

"No Bid" 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 / Vendor / 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.
 - *Vendor* The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Vendor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, 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 in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 - 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 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. The County also reserves the right to award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
 - 1.5. **CONTRACT EXECUTION -** This Bid and the Vendor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **CONTRACT PERIOD** Any Term and Supply Contract resulting from this Bid will have an initial term from the **date of award through August 31, 2019** and may be automatically renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED -** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Vendor" for a Term and Supply contract for **Correction's Uniforms.**
- 2.1.1. **Estimated Quantity** The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
 - 2.2. 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 vendor 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.
- 2.2.1. 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.
 - 2.3. **CONTRACT EXTENSION** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **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.
 - 2.5. **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 vendor 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 will not pay freight, etc. in addition to the price of the item.
 - 2.6. SCOPE OF SERVICES
- 2.6.1. **Trousers:** The vendor shall provide the following **black** trousers in sizes 28" 54" Waist, Short, Regular, and Long. Vendor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.1.1. **Propper Women's Tactical Pant F5254-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.2. **Propper Men's Tactical Pant F5252-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.3. **Propper BDU Trouser (Button Fly) F5201-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.4. **Propper BDU Trouser (Zipper Fly) F5205-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.5. **Propper TAC.U Pant Black F5212-38:** 65% polyester/35% cotton rip stop
- 2.6.1.6. Tru-Spec 24-7 Series Men's Tactical Pants Black: 65% polyester/35% cotton rip stop
 - 2.6.2. **Shirts:** The vendor shall provide the following **khaki** Propper brand shirts. Vendor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2.1. **Propper Tactical Short-Sleeve Dress Shirt F5301-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.2. **Propper Tactical Long-Sleeve Dress Shirt F5302-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.3. **Propper Men's Tactical Short-Sleeve Shirt F5311-50 Khaki:** 65% polyester/35% cotton lightweight rip stop
- 2.6.2.4. **Propper Men's Tactical Long-Sleeve Shirt F5312-50 Khaki:** 65% polyester/35% cotton lightweight rip stop

2.7. ADDITIONAL INSTRUCTIONS AND CONDITIONS

- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the vendor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
 - 2.8. Sewing, embroidering or adding any kind of embellishment to the uniforms is not included in this bid.
 - 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**.
- 2.9.1. **ACH Payments -** Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11. **BID CLARIFICATION** Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12. **DELIVERY -** Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.12.1. **Delivery Terms -** FOB Destination Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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 -** We reserve 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 -** We reserve 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** Our 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 Vendor 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 -** We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability -** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing -** Your 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.			
4.7.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)		
4.8.	Prompt Payment Terms:		
4.8.1.	Will you accept automated clearinghouse (ACH) for payment of invoices?	 	

4.9.	PRICING			
NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW				
Item #	Description	Unit Price	Qty	Extended Price
	Trousers:			
4.9.1.	Propper Women's Tactical Pant Style			
	#F5254-50 Black in accordance with Section			
	2.6.1.	\$. 50	\$
4.9.2.	Propper Men's Tactical Pant Style #F5252-			
	50 Black in accordance with Section 2.6.1.	\$. 98	\$
4.9.3.	Propper BDU Trouser (Button Fly) Style			
	#F5201-38 Black in accordance with Section			
	2.6.1.	\$. 98	\$
4.9.4.	Propper BDU Trouser (Zipper Fly) Style			
	#F5205-38 Black in accordance with Section			
	2.6.1.		48	
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black			
	in accordance with Section 2.6.1.	\$. 50	\$
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants			
	Black 65/35 polyester/cotton rip stop in			
	accordance with Section 2.6.1.	\$. 50	\$
4.9.7.	Tru-Spec 24-7 Series Women's Tactical			
	Pants Black 65/35 polyester/cotton rip stop			
	in accordance with Section 2.6.1.	\$. 50	\$
4.9.8.	Standard Oversize Charge (Cost Per			
	Incremental Size over XXL)		\$	

	F-22 -		1	T
	Shirts:			
4.9.9.	Propper Tactical Short-Sleeve Dress Shirt			
	Style # F5301-38 Khaki in accordance with			
	Section 2.6.2.	\$	75	\$
4.9.10.	Propper Tactical Long-Sleeve Dress Shirt			
	Style # F5302-38 Khaki in accordance with			
	Section 2.6.2.	\$	75	\$
	Propper Men's Tactical Short-Sleeve Shirt	т	, ,	7
	Style # F5311-50 Khaki in accordance with			
4.9.11.	Section 2.6.2.	\$	75	\$
4.7.11.	Propper Men's Tactical Long-Sleeve Shirt	Ψ	73	Ψ
	Style F5312-50 Khaki in accordance with			
4.9.12.	Section 2.6.2.	\$	75	\$
		Φ	13	Φ
4.9.13.	Standard Oversize Charge (Cost Per			
	Incremental Size over XXL)		\$	
4.9.14.	TOTAL (EXTENDED PRICE COLUMN)			\$
4.15.	Delivery After Receipt of Order (# of days):			
	-			
4. 16.	RENEWALS			
4.16.1.	Maximum % Increase 1st Renewal Period:%			
4.16.2.	Maximum % Increase 2 nd Renewal Period:%			
4.16.3.	Maximum % Increase 3 rd Renewal Period:%			
	Will you honor the submitted prices for purcha	se by other entities in	Boone County	who participate in
	cooperative purchasing with Boone County, M		Ĭ	1 1
4.17.	Yes			
	The undersigned offers to furnish and deliver t	he articles or services	as specified at	the prices and terms
	stated and in strict accordance with all requirer			
4.18.	3. read and understood, and all of which are made part of this order.			
		F		
	Authorized Representative (Sign by Hand):			
4.18.1.				
	Towns on Daine Circus 1 No.			
	Type or Print Signed Name:			
4.18.2.				
4.18.3.	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 vendor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

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

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

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*.

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 sub-contractors 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

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

CERTIFICATION OF INDIVIDUAL BIDDER

	•	ence in the United States. Please indicate compliance below. It on behalf of a child who is citizen or permanent resident
1.	States. (Such proof may be a	uments showing citizenship or lawful presence in the United Missouri driver's license, U.S. passport, birth certificate, or e: If the applicant is an alien, verification of lawful presence public benefit.
2.	I do not have the above docum allow for temporary 90 day qu	nents, but provide an affidavit (copy attached) which may alification.
3.	Qualificat	pplication for a birth certificate pending in the State of ion shall terminate upon receipt of the birth certificate or ficate 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)	
	ast eighteen years of age, swear upon my oath that I am either a United States States government as being lawfully admitted for permanent residence.
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
	appeared before me and swore that the facts contained ir ing 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	

	BOONE COUNTY CORRECTION	NS UNIF	ORM ORI	DER FO	RM
County Contact: Date of Order:					
		Unit			Extended
Item #	Description	Price	Qty	Size	Price
	TROUSERS				
4.9.1.	Propper Women's Tactical Pant Style				
	#F5254-50 Black in accordance with Section				l.
	2.6.1.				\$
4.9.2.	Propper Men's Tactical Pant Style #F5252-				l.
	50 Black in accordance with Section 2.6.1.				\$
4.9.3.	Propper BDU Trouser (Button Fly) Style				
	#F5201-38 Black in accordance with Section				L
	2.6.1.				\$
4.9.4.	Propper BDU Trouser (Zipper Fly) Style				1
	#F5205-38 Black in accordance with Section				l.
	2.6.1.				\$
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black		1		L
	in accordance with Section 2.6.1.				\$
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants				
	Black 65/35 polyester/cotton rip stop in				l.
	accordance with Section 2.6.1.				\$
4.9.7.	Tru-Spec 24-7 Series Women's Tactical				
	Pants Black 65/35 polyester/cotton rip stop				l.
	in accordance with Section 2.6.1.				\$
4.9.8.	Standard Oversize Charge (Cost Per				
	Incremental Size over XXL)		\$0.00		
	SHIRTS				
4.9.9.	Propper Tactical Short-Sleeve Dress Shirt				
	Style #F5301-38 Khaki in accordance with				
	Section 2.6.2.				\$
4.9.10.	Propper Tactical Long-Sleeve Dress Shirt				
	Style #F5302-38 Khaki in accordance with				I.
	Section 2.6.2.				\$
	Propper Men's Tactical Short-Sleeve Shirt				
	Style #F5311-50 Khaki in accordance with				
4.9.11.					\$
	Propper Men's Tactical Long-Sleeve Shirt				
	Style F5312-50 Khaki in accordance with				1.
	Section 2.6.2.				\$
4.9.13.	Standard Oversize Charge (Cost Per				
	Incremental Size over XXL)		\$0.00		1
	·				
4914	TOTAL (EXTENDED PRICE COLUMN)				\$

4.15. Delivery After Receipt of Order (# of days): 7-21 Days

Bid #36-28AUG17 July 24, 2017

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.



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

"No Bid" Response Form

Robert Wilson, 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: 36-28AUG17- Corrections Uniforms Term and Supply

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