

Request for Bid (RFB)

Boone County Purchasing 613 E. Ash St., Room 110 Columbia, MO 65201

Liz Palazzolo, CPPO, C.P.M. – Senior Buyer (573) 886-4392 – Fax: (573) 886-4390 Email: lpalazzolo@boonecountymo.org

Bid Data Bid Number: 10-11FEB19 Commodity Title: Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff Department

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Location / Mail Address:

 Day / Date: Monday, February 11, 2019
 Time: 2:00 P.M. Central Time. (NOTE: Bids received after this time will not be opened; they can be returned upon request at the bidder's expense.)
 ail Address: Boone County Purchasing Department Boone County Annex 613 E. Ash Street, Room 109 Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date:	Monday, February 11, 2019
Time:	Shortly After 2:00 P.M. Central Time.
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: Vendor Response and Pricing Pages Lobbying Certification Form Debarment Form Standard Terms and Conditions *No Bid* Response Form

Insertion Date: 1/27/19

County of Boone

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites bid 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 Request for 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 the County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Request for Bid. Suppliers, which may be invited to respond, or which express interest in this Request for Bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The bidder whose response to this Request for 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. **Request for Bid** This entire document, including attachments. A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this Request for Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" or Request for Bid is used when the need is well defined. An "Invitation For Proposal" or 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 by the bidder per the RFB's instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Request for Bid should be directed in writing, preferably by e-mail, to the Buyer of Record in the Boone County Purchasing Department. For contact information, see also paragraph 3.2. herein. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders if time permits. Note: The only official position of the County is in writing issued as part of the RFB or as an Addendum to the RFB; any any oral communications between the County and vendors are not considered binding.
- 1.3.1. **Bidder Responsibility -** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document shall not relieve the bidder from any obligation regarding any requirements stated herein. By submitting a response, the bidder is presumed to agree and concur with all terms, conditions, and specifications of this RFB.
- 1.3.2. **Bid Addendum -** If it becomes evident that this RFB must be amended/modified/changed, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability of 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 a contract(s) as a result of the RFB, and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

- 1.5. **CONTRACT EXECUTION -** This Request for Bid (RFB), any RFB Addenda issued, and the winning bidder's response including any bid clarification requested by the County will be made part of any resulting contract, and will be incorporated in the resulting contract as set forth, i.e., verbatim.
- 1.5.1. **Precedence** In the event of any contradiction or conflict between the provisions of the documents comprising the resulting contract, all said contradiction or conflict will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract;
 - 2) the provisions of the Request Bid, including any Addenda;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** The bidder shall agree to be bound by the County's standard "boilerplate" terms and conditions for Contracts, as attached to this RFB.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED:** Model Year 2020 or newer Ford Interceptor Utility police pursuit vehicles in three configurations as detailed herein for the Boone County Sheriff Department. The County anticipates that up to nine (9) pursuit vehicles may be ordered from the contract during the 2020 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
- 2.1.1. **Quantities:** The contractor shall understand and agree that the quantities stated herein are estimates. Boone County does not guarantee a specific order quantity nor a minimum order quantity. The County reserves the right to increase or decrease quantities as deemed necessary.
- 2.2. **CONTRACT PERIOD:** Any Term and Supply Contract resulting from this RFB shall have an initial term from the **Date of Award through the End of the 2020 Model Year**. Orders may be placed throughout the 2020 model year for a 2020 or newer police pursuit vehicle. All orders off the contract shall be placed by the County with County-issued Purchase Orders, and it is anticipated that multiple orders will be placed from the contract.
- 2.2.1. **Contract Documents:** The successful bidder (also the "contractor)" shall be obligated to enter into a written contract with the County within thirty (30) calendar 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 the bid. The 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 the RFB or are unacceptable to Boone County's legal counsel.

2.3. GENERAL REQUIREMENTS

- 2.3.1. Vehicle(s) shall be designed and constructed for performance, durability, dependability, and safety suitable for law enforcement travel.
- 2.3.2. Each vehicle shall be outfitted with required equipment as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard manufacturer warranty policies.
- 2.3.4. **Brand Specific No Substitutions Allowed:** Because the Boone County Sheriff's Department has standardized its fleet, only Ford Interceptor vehicles are acceptable.
 - 2.4. MINIMUM SPECIFICATIONS: The contractor shall provide 2020 or newer Ford Interceptor Utility vehicles equipped with standard manufacturer features unless as otherwise specified by the configuration descriptions that follow.

2.4.1. Configuration #1: Enforcement - 2020 or newer Ford Interceptor Utility, Non-Hybrid

- a. Utility All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (manufacturer order codes 99B/44U)
- b. Standard 2020 (or newer) model year features, plus the following:
- c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
- d. License Plate Bracket Front (153)
- e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
- f. Dome lamp (switchable red/white in cargo area) (17T)
- g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
- h. Spot lamp (driver side only, Whelen LED bulb) (51T)
- i. Body: Underbody, deflector plate (76D)
- j. Wheels: Standard 18" five-spoke painted black steel wheels with center caps in lieu of wheel covers
- k. Audio/Video: Standard content, no options
- 1. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature see

below) (55F)

- n. Global Lock / Unlock feature (18D)
- o. Keyed alike (fleet). The key code will be provided at time of order.
- p. Standard 4 keys provided
- q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) no carpet flooring
- r. Standard vinyl second row seat
- s. Rear console plate (85R)
- t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- u. Police Engine Idle feature (47A)
- v. Reverse Sensing (76R)
- w. Miscellaneous: Badge Delete (16D)
- x. Wiring for Class III Trailer Tow Receiver (52T)
- y. Radio noise suppression bonds (ground straps) (60R)
- z. Color: Specified at time of order

2.4.2. Configuration #2: Corrections - 2020 Ford Interceptor Utility - Hybrid

- a. Utility All Wheel Drive (3.3L V6), Hybrid (Direct Injection Hybrid Engine)
- b. Standard 2020 (or newer) model year features, plus the following:
- c. Equipment Group: Tail Lamp/Police Interceptor Housing Only (86T)
- d. License Plate Bracket Front (153)
- e. Lamps & Lighting: Dark car feature (courtesy lamp disabled when any door is opened) (43D)
- f. Dome lamp (switchable red/white in cargo area) (17T)
- g. Pre-wiring for grille LED lamp, siren, and speaker (60A)
- h. Spot lamp (driver side only, Whelen LED bulb) (51T)
- i. Body: Underbody, deflector plate (76D)
- j. Wheels: Standard 18" five-spoke painted black steel wheels with center caps in lieu of wheel covers
- k. Audio/Video: Standard content, no options
- 1. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- m. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature see below) (55F)
- n. Global Lock / Unlock feature (18D)
- o. Keyed alike (fleet). The key code will be provided at time of order.
- p. Standard 4 keys provided
- q. Flooring and Seats: Vinyl flooring (1st and 2nd rows) no carpet flooring
- r. Standard vinyl second row seat
- s. Rear console plate (85R)
- t. Safety & Security: L.H. and R.H power heated power adjusting outside rearview mirrors (549)
- u. Police Engine Idle feature (47A)
- v. Reverse Sensing (76R)
- w. Miscellaneous: Badge Delete (16D)
- x. Wiring for Class III Trailer Tow Receiver (52T)
- y. Radio noise suppression bonds (ground straps) (60R)
- z. Color: Specified at time of order

2.4.3. <u>Configuration #3: Corrections Transport, Non-Hybrid - 2020 or newer Ford Interceptor</u> <u>Utility</u>

- a. Utility All Wheel Drive (3.3L V6), 10-Speed Automatic Transmission, Non-Hybrid (99B/44U)
- b. Standard 2020 (or newer) model year features, plus the following:
- c. Equipment Group: License Plate Bracket Front (153)
- d. Lamps & Lighting: Daytime Running Lights (942)
- e. Dome lamp (switchable red/white in cargo area) (17T)
- f. No Spot Lamp

- g. Body: Manufacturer Standard, No Options
- h. Wheels: Manufacturer Standard with full face wheel covers (65)
- i. Audio/Video: Standard content, no options
- j. Doors/Locks: Hidden door lock plunger with rear door controls inoperable (locks, handles, and windows) (52P)
- k. Remote Keyless Entry System that includes 4 fobs (available with fleet keyed alike feature see below) (55F)
- l. Global Lock / Unlock feature (18D)
- m. Keyed alike (fleet). The key code will be provided at time of order.
- n. Standard 4 keys provided
- o. Flooring and Seats: Vinyl flooring (1st and 2nd rows) no carpet flooring
- p. Standard vinyl second row seat
- q. Rear console plate (85R)
- r. Safety & Security: Heated Sideview Mirrors (549)
- s. Police Engine Idle feature (47A)
- t. Reverse Sensing (76R)
- u. Miscellaneous: Badge Delete (16D)
- v. Wiring for Class III Trailer Tow Receiver (52T)
- w. Radio noise suppression bonds (ground straps) (60R)
- x. Auxiliary Air Conditioning (17A)
- y. Color: Specified at time of order
- 2.5. **Designee:** The Boone County Sheriff's Department is the designee for receipt of vehicles.
- 2.6. **Delivery Terms:** All vehicles shall be delivered with Bill of Sale and Title of Ownership. Vehicles shall be properly serviced prior to delivery, including grease and oil to the proper, manufacturer recommended levels.
- 2.6.1. **Delivery Address / Invoice Address and Terms:** Delivery shall be FOB Destination to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Invoices shall be directed to the same department and address.
- 2.6.2. Title Address: Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.7. ADDITIONAL TERMS AND CONDITIONS:

- 2.7.1. **Owner's Manual**: The contractor shall provide an owner's manual for each vehicle, and other product literature for other equipment required pursuant to specifications contained herein.
- 2.7.2. **Warranty:** The contractor shall provide the manufacturer's standard warranty on each vehicle including all features specified herein. The warranty shall commence upon the County's acceptance of the vehicle.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit a bid response that strictly conforms to the mandatory requirements and technical specifications stated herein. Failure to adhere to all requirements may result in the bidder's bid response being disqualified as non-responsive. All bid responses must be submitted using the provided "Vendor Response and Pricing Pages" that follow. Every question should be answered, and if not applicable, the section should contain "N/A." Manufacturer's published specification sheets for the vehicles requested should be included with the response.
- 3.2. **CONTACT:** All questions about the Request for Bid must be referred to the Buyer of Record for Boone County Purchasing, Liz Palazzolo, Senior Buyer at 573-886-4392, <u>lpalazzolo@boonecountymo.org</u> prior to the RFB closing date. Bidders are encouraged to contact the Purchasing Office with questions at least ten (10) calendar days prior to bid opening. Bidders shall not contact the Sheriff's Office with questions about this RFB.
- 3.3. **SUBMITTAL OF RESPONSES:** Bid 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.
- 3.3.1. Advice of Award: If the bidder wishes to be advised of the outcome of this bidding process, the results are posted and may be viewed on Boone County's Purchasing web page www.showmeboone.com. (Purchasing/Bid Awards)
 - 3.4. **BID OPENING:** On the date and time and at the location specified on the title page, all bid responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any bid response.
- 3.4.1. **Removal from Vendor Database:** If any prospective bidder currently in Boone County Purchasing's Vendor Database to whom the Bid was sent elects not to submit a bid response and fails to reply in writing stating reasons for not bidding (i.e., uses the "No Bid Response" form, then that bidder's name may be removed from the Purchasing vendor database. Other reasons for removal include the vendor's unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.5. BID DEVIATIONS:

- 3.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 3.6. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.6.1. **Rejection Or Correction Of Responses:** The County reserves the right to reject any or all bid responses. Minor irregularities or informalities in any bid response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Request for Bid conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
 - 3.7. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bids received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis (or weighted point score as may be applicable) does not imply that one bidder is superior to another, but simply that in the County's judgment, the selected bidder appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost to the County.
- 3.7.1. **Evaluation Considerations:** The evaluation of bids will be based on responsiveness to bidding requirements, adherence to mandatory specifications, price, warranty, delivery time after receipt of order, and other contractor support considerations.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services

offered are acceptable for County use.

3.7.3. **Firm Pricing:** The bidder's pricing must be firm and fixed for ninety (90) calendar days after the RFB closing date. If a contract is awarded, all pricing shall be considered binding for the duration of the contract period.

County of Boone

4. VENDOR RESPONSE AND PRICING PAGES

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name:
- 4.2. Address:
- 4.3. City/Zip:
- 4.4. Phone Number:
- 4.5. Contact Name and E-Mail Address to receive documents for electronic signature:
- 4.6. Fax Number:
- 4.7. Federal Tax ID or Social Security Number:

4.7.1. () Corporation

- () Partnership Name
- () Individual/Proprietorship Individual Name
- () Other (Specify)

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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed, *unless pricing has been specifically quoted for vehicle delivery and preparation below*. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8. Authorized Representative (Sign By Hand):
- 4.9. Type or Print Signed Name:
- 4.10. Today's Date:

4.11. **Cooperative Procurement:** Will the bidder honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____Yes _____No

Note: The County intends to purchase up to 9 total vehicles over the course of the contract period as determined to best meet the County's needs. However, the bidder shall understand that the County does not make a specific guarantee about the total quantity of vehicles that will be ordered.

The bidder shall quote a total firm, fixed price per each vehicle equipped as specified in the referenced paragraphs for the specific line item. All pricing shall be FOB Destination. The bidder has the option of bidding one, some or all configurations.

4.12. FIRM FIXED PRICING

Qty

Total Per Each Price

4.12.1.	Configuration 1: Enforcement		
4.12.1.	Ford Interceptor Utility - Non-Hybrid		
	All Wheel Drive (3.3L V6)		
	Standard 2020 or newer - shall comply with		
	specifications stated in paragraphs 2.4.1		
	through 2.4.1(z).		
	 Quote a total firm fixed price per each Configuration 1 vehicle 	7	\$
4.12.2.	Configuration 2: Enforcement	/	Ø
4.12.2.	Ford Interceptor Utility - Hybrid		
	1 2 2		
	All Wheel Drive (3.3L V6) Standard 2020 or newer - shall comply with		
	specifications stated in paragraphs 2.4.2		
	through 2.4.2(z).		
	Quote a total firm fixed price per each		
	Configuration 1 vehicle	1	\$
4.12.3.	Configuration 7 venere Configuration 3: Corrections Transport –	1	
4.12.5.	Non-Hybrid		
	Ford Interceptor Utility		
	All Wheel Drive (3.3L V6) Non-Hybrid		
	Enforcement with AUX AC System		
	Standard 2020 or newer shall comply with		
	specifications stated in paragraphs 2.4.3		
	through 2.4.3(y).		
	Quote a total firm fixed price per each		
	Configuration 3 vehicle	1	\$
4.12.4.	Preparation Cost per vehicle – shall apply		T
	to Configurations 1, 2 and 3	1	\$
4.12.5.	Delivery Cost to Boone County Sheriff		
	Department per vehicle – shall apply to		
	Configurations 1, 2 and 3	1	\$

4.13. **Warranty Terms**: The standard manufacturer warranty must be provided. The bidder should describe the warranty terms below (e.g., duration and coverage) in the provided space:

- 4.14. **Other Product Information:** The bidder should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the bidder considers relevant such as product performance or recall information should be included.
- 4.15. **Order Cut-off for 2020 Models**: If the manufacturer cut-off date to order the 2020 Ford Interceptor SUV has been set, please indicate it in the available space below:
- 4.16. Delivery: Provide the number of calendar days after receipt of order before vehicles are delivered to the County:
 Delivery in Calendar Days After Receipt of Order (ARO):

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

(Please complete and return with Bid Response)

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 Purchasing 613 E. Ash St., Room 109 Columbia, MO 65201 **Liz Palazzolo, CPPO, C.P.M. - Senior Buyer** (573) 886-4392; Fax: (573) 886-4390

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.

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- 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
- 19. **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.
- 20. **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.

Revised 1/17/2018



"No Bid" Response Form

Boone County Purchasing 613 E. Ash, Room 109 Columbia, MO 65201

Liz Palazzolo, Senior 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: 10-11FEB19 – Ford Interceptor 2020 Pursuit Utility Vehicles for the Boone County Sheriff's Department

Business Name:		
Address:		
	**	
Telephone:		
Contact:		
Date:		_

Reason(s) for Not Bidding: