



*Request for Bid (RFB)*

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: tboldan@boonecountymo.org

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**Bid Data**

Bid Number: **27-01MAY09**  
Commodity Title: **Pest Control Services**

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

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**Bid Submission Address and Deadline**

Day / Date: **FRIDAY – MAY 1, 2009**  
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**  
Location: **Boone County Purchasing Department**  
Address: **Boone County Johnson Building**  
**601 E. Walnut, Room 208**  
**Columbia, MO 65201**  
Directions: **The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

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**Bid Opening**

Day / Date: **FRIDAY – MAY 1, 2009**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Johnson Building Conference Room**  
**601 E. Walnut, Room 213**  
**Columbia, MO 65201**

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**Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Appendix A**  
**Work Authorization Certification**  
**Debarment Form**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Standard Terms and Conditions**  
**“No Bid Response Form”**

1. **Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
    - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
    - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
    - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
    - Bidder* - Any business entity submitting a response to this Bid. Suppliers which may be invited to respond or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
    - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
    - Supplier* - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
  - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, 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.
    - 1.3.1. **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.
  - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
    - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
      - 1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2009 through December 31, 2009. This contract may be automatically renewed for up to three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
  - 1.7. Permits, licenses, insurance, registrations, fees, labor, material, tools and specialized equipment necessary to provide pest control services shall be the responsibility fo the Contractor at no additional cost to the County.
  - 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. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for Pest Control covering routine and on-call service for the control of rats, mice, roaches, ants, silverfish, crickets, mites, centipedes, water-bugs, fleas, flies, moths, mosquitoes, bees, wasps, hornets, carpet beetles, maggots, fruit flies, and other insects common to the area.
- 2.1.1. **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 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
- 2.1.3. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **GENERAL REQUIREMENTS:**
- 2.2.1. **Work to Include:**
- 2.2.1.1. **Quarterly** - site visit and pest control chemical application for locations listed in Appendix A.
- 2.2.1.2. **Monthly** - site visit and pest control chemical application for Sheriffs Administration and Jail buildings listed in Appendix A.
- 2.2.2. All actions and procedures necessary to prevent the infestation of County buildings with rats, mice, roaches, ants, silverfish, crickets, mites, centipedes, water-bugs, fleas, flies, moths, mosquitoes, bees, wasps, hornets, carpet beetles, maggots, fruit flies, and other insects common to the area.
- 2.2.2.1. **Call Backs** - For the purpose of this contract, a "Callback" Shall be defined as any requests for eradication of infestation prior to or between scheduled routine visits. The Contractor shall provide a complete written record of all callback visits performed. These records shall indicate the time, date, type of pest control services requested and corrective measures taken to eliminate the infestation. The Contractor shall be available to respond to callback requests within a twenty-four (24) hour period upon notification. All callback services performed shall be included as part of the contract and shall be performed at no additional charge to the County.
- 2.2.2.2. **Signature of Completion** - Upon completion of all routine and unscheduled visits, the Contractor or representative shall certify that the work was completed by obtaining the signature of the County employee supervising the visit.
- 2.2.2.3. All Chemicals will be required to have no odor and be nontoxic to humans.
- 2.2.2.4. The Contractor shall provide to the Facilities Manager, prior to application, copies of current MSDS sheets for all chemicals to be applied as part of pest control services. The County reserves the right to refuse the use of chemicals it deems hazards.
- 2.2.2.5. The Contractor shall provide the Facilities Manager with a list of scheduled treatment dates and times for the contract.
- 2.3. **Escalator Provision:** Prices throughout the initial sixth month contract shall remain firm/fixed. Prices for the 12 month renewals will be may be subject to the renewal increase listed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract.
- 2.2.10. **Designee:** Bob Davidson, Facilities Maintenance Manager, Boone County Facilities Maintenance department, 601 E. Walnut, Room 205, Columbia MO 65201. Telephone (573) - 886-4401, Facsimile (573)-886-4402.
- 2.2.11. **Bid/Clarification Contact** - Tyson Boldan, Buyer, 601 E. Walnut Street, Room 209, Columbia, MO 65201. Telephone (573) 886-4391, Facsimile (573) 886-4390, E-mail: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Responses MUST be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 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 Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2 **Advice of Award** - Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>. Then select "Purchasing" along the left.
- 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 the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4 **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1 **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5 **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1 **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2 **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4 **Work Authorization Certification Form** - If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

**4. Response Form**

- 4.1. **Company Name:** \_\_\_\_\_
- 4.2. **Address:** \_\_\_\_\_
- 4.3. **City/Zip:** \_\_\_\_\_
- 4.4. **Phone Number:** \_\_\_\_\_
- 4.5. **Fax Number:** \_\_\_\_\_
- 4.6. **Federal Tax ID:** \_\_\_\_\_

<b>4.7. <u>PRICING</u></b>	<b><u>Unit Price</u></b>	<b><u>Qty</u></b>	<b><u>Extended Total</u></b>
Quarterly site visit and pest control chemical application for locations listed in 4.7.1. Appendix A.	\$ _____	4	\$ _____
Monthly site visit and pest control chemical application for Sheriff's Administration and Jail buildings listed in 4.7.2. Appendix A.	\$ _____	12	\$ _____
4.8.	<b>GRAND TOTAL</b>		\$ _____

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

4.10. Delivery ARO: \_\_\_\_\_

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 all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.11.1. Authorized Representative (Sign By Hand): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of Authorized Representative  
4.11.2. \_\_\_\_\_

**Appendix A**

PEST CONTROL CONTRACT				
Location	Address	Sq Ft	Monthly	Quarterly
Courthouse and Addition	705 East Walnut	98,000		X
Sheriff's Dept - Admin Jail	2121 County Drive	14,500	X	X
North Facility	5591 Oakland gravel Road	11,700		X
South Facility (Public Works)	5551 Hwy 63 South	15,200		X
Johnson Building	601 East Walnut	14,896		X
Government Center	801 E Walnut	50,298		X
Centralia Clinic	1021 E Hwy 22, Centralia, Mo 65240	1,745		X
Get About Columbia	101 N 7th street	5,250		X
Alternative Sentencing	607 East Ash	5,700		X
Johnson Point	613 East Ash	5,211		X
Law Offices	605 East Walnut	4,956		X
IV-D	609 East Walnut	2,668		X
Totals		223,376	1	12

#### 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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



**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 hereto.

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

\_\_\_\_\_ \_\_\_\_\_  
 Affiant Date

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

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

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

**(Please complete and return with Contract)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**AFFIDAVIT  
(Only Required for Individual Bidder Certification 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:



**Standard Terms and Conditions**

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
Phone: (573) 886-4392- Fax (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. 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 advertising from other vendors.



*"No Bid" Response Form*

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

Tyson Boldan, Buyer  
(573) 886-4392- Fax: (573) 886-4390

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**"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: 27-01MAY09 – Pest Control Services**

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

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

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

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

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

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

Reason(s) for Not Bidding:

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