

Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109 Columbia, MO 65201

Amy Robbins, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390 Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **54-08NOV12**

Commodity Title: Custodial Services Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, NOVEMBER 8, 2012

Time: 10:30 A.M. C.T.(Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building

613 E. Ash Street Columbia, MO 65201

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash

Street. Enter the building from the South side. Wheel chair accessible

entrance is available.

Pre-Bid Conference

Day / Date: FRIDAY, NOVEMBER 2, 2012

Time: 10:00 A.M. Central Time Location: Boone County Public Works

> 5551 Hwy. 63 South Columbia, MO 65201

Bid Opening

Day / Date: THURSDAY, NOVEMBER 8, 2012

Time: 10:30 A.M. C.T.(Bids received after this time will be returned unopened)

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

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

Certification Of Individual Bidder

Affidavit

Work Authorization Certification

Attachment 1 Public Works Building Plan

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. 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 related experience, price, lifecycle cost, ability to deliver, performing services in a timely fashion, 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.
- 1.4.1. The resulting contract will be considered "Non-Exclusive". The County reserves the right to

- purchase service from other suppliers.
- 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 the **January 1, 2013 through December 31, 2013** 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 "Contractor" for a Term and Supply contract for the furnishing of **Custodial Services for Boone County Public Works** as specified herein.
- 2.1.1. The Contractor shall provide custodial services for designated areas of the Boone County Public Works Office Building (see Attachment 1) in accordance with the terms and conditions set forth herein. The designated area for cleaning is approximately 6,350 square feet. It is the bidder's responsibility to verify the exact size of the areas needing custodial services. The Public Works office building is located at 5551 Hwy 63 South, Columbia, MO 65201.
 - 2.2. **PRE-BID CONFERENCE** A pre-bid conference is scheduled for **FRIDAY**, **NOVEMBER 2**, **2012 at 10 a.m.** at Boone County Public Works, 5551 Hwy. 63 South, Columbia, MO 65201. Upon completion of the pre-bid conference, a site tour will be conducted.
- 2.2.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.2.2. Bidders are strongly encouraged to advise the Boone County Purchasing Department within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2.3. Bidder's failure or omission to examine relevant site will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to understand the scope of services to be provided.
 - 2.3. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the prices noted on the Response Form for the 1st, 2nd, and 3rd renewal periods. Proposed renewal pricing will be used in the bid evaluation.
- 2.3.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3.2. **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 quantities.
- 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
 - 2.6. **MINIMUM CONTRACT REQUIREMENTS** The contractor shall perform all services listed below. Costs for said services must include all materials, tools, equipment, cleaning supplies, and labor not provided by the County.
- 2.6.1. The contractor must provide custodial services as specified daily and weekly, after 5:30 p.m., Monday through Friday. Please note that custodial services performed on Saturday or Sunday may substitute for services performed on Fridays if proper notice is given to the County. No custodial

- services will be needed on designated County holidays and the Friday after Thanksgiving.
- 2.6.2. **Holiday Schedule** Boone County observes the following State holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, President's Day, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Contractor will not be required to provide any services on these County holidays and additionally, custodial services are not required on the Friday after Thanksgiving.
- 2.6.3. Custodial Services shall begin on January 1, 2013. The contractor's tasks and schedules for performance of work, as outlined herein shall not be taken as all inclusive, especially when some tasks may take less than 15 minutes to complete. All custodial services must be performed in a manner satisfactory to the County department staff. The contractor shall not engage or secure the services of sub-contractors in performing the contract unless the contractor obtains prior approval form the County Purchasing Department and the appropriate County Department Supervisor.
- 2.6.3.1. **Cleaning Standard** The level of consistent cleanliness for the Boone County Public Works Building is defined as follows: **Prestige Cleaning** A cleaning standard that will provide unsolicited compliments from occupants, employees and/or visitors, and one that will make the cleaning complaint a rarity.
 - 2.6.4. Custodial Services to be Completed **Daily** (except County holidays):
 - Dust mop and damp mop all VCT and hard surface floors.
 - Vacuum all entry mats and carpets wall to wall.
 - Empty all trash cans, replace liners as needed and deposit in dumpster. (Liners provided by Boone County).
 - Clean entry glass at all doors to remove fingerprints, streaks and smudges.
 - Clean and sanitize all restrooms: a) sweep and mop (or vacuum) all floor areas; b) clean and sanitize all stools, sinks, and urinals with a germicidal disinfectant cleanser; c) refill paper towels, hand soap and toilet paper as required (Hand soap and paper products provided by Boone County); d) wipe down walls, mirrors, partitions and counters, as needed, to maintain cleanliness; e) empty trash and replace liners (provided by Boone County).
 - Clean Conference Rooms and place chairs back under table.
 - Clean Break rooms (2): wipe down table tops and counters with germicidal disinfectant cleanser.
 - Straighten reception area and damp wipe counters.
 - Clean and sanitize water fountains (removing calcium buildup).
 - 2.6.5. Custodial Services to be Completed **Weekly**:
 - Dust all exposed areas of private offices and work stations (do not touch computers, paperwork or personal items).
 - Edge vacuum behind doors and along wall edges.
 - Pick up trash around entrances.
 - 2.7. **Equipment and Supplies** The contractor must furnish and maintain, in good repair, all equipment, including but not limited to mops, brooms, buffers, vacuum cleaners, automatic scrubbers, and any other equipment necessary to perform the duties listed herein.
 - 2.7.1. Chemical Use The contractor shall not use any products, supplies or equipment that may be injurious or damaging to the surfaces upon which they are to be applied. The contractor shall be responsible for restoring and/or replacing any equipment, facilities, furniture, floor covering, etc. so damaged. Contractor is required to comply with all Federal, State or Local regulations as they relate to the use and application of any product or chemical. Applicable Material Safety Data Sheets will be provided to the County.
 - 2.7.2. The County will supply all hand soap, paper products, trash liners and bags.
 - 2.7.3. The contractor shall provide all cleaning products, a list of which must be provided to the Public Works Facility Manager immediately upon award. Examples of cleaning supplies that should be provided include: toilet bowl cleaner/disinfectant, carpet cleaners, counter top cleaners, water fountain and sink cleaners, polishing agents, products used for dusting, floor cleaners and polishers, glass cleaners, stainless steel cleaners, wood cleaners/polishers, wall washing agents, tile cleaners, and any other products determined to be necessary to perform the work identified in this contract.

- 2.8. **Security Requirements** The contractor shall be responsible for keeping the building locked while the contractor or the contractor's employees are on the premises. The contractor shall be responsible for locking all doors and turning off all lights when the contractor or the contractor's employees are leaving their assigned work areas.
- 2.8.1. The contractor shall be issued keys to the areas in which the custodial services shall be provided. In the event of contract termination or upon completion of the contract, all monies owed to the contractor shall be withheld until contractor has surrendered all keys and cards issued.
- 2.8.2. Contractor shall provide the Public Works Facility Manager with names and telephone numbers of those individuals who will be responsible for the keys mentioned above.
 - 2.9. Failure to comply with any of the forgoing security requirements shall give the County unilateral right to terminate the contract immediately.
- 2.10. **Reporting Requirements** The contractor's supervisor shall leave a memo referencing any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors, breakage, or damage, as well as any mitigating circumstances which prevented the workers from performing the contractual service.
- 2.11. **Supervision** The contractor shall designate an individual of his/her staff to be responsible for the satisfactory completion of each service visit. The designated individual's name shall be given to the Public Works Facility Manager immediately upon receiving the notice to proceed from the Purchasing Department.
- 2.11.1. The supervisor must have at least (2) two years of recent experience (within the past five (5) years) in directing cleaning type operations in a supervisory capacity for a building of the approximate size to that of the building to be cleansed under this contract.
 - 2.12. Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.12.1. Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

- shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 2.12.3. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.4. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which **name the County as additional insured** in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.12.5. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 2.13. **Temporary Custodial Services -** The County requests an hourly rate for custodial services in the event additional services are recognized at a later time. Contractor shall comply with the same requirements as set forth in this bid with the exception that the County will supply any equipment or materials needed while using this service. Bid submitted in response is per hour on an as-requested basis. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site at any Boone County facility and would include various shifts.
 - 2.14. **BILLING AND PAYMENTS** Invoices shall be submitted to the Boone County Public Works Department, 5551 Hwy. 63 South, Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct **MONTHLY** statement. Invoices will be used as back-up documentation only. The Public Works Department will not process payments from individual invoices.
 - 2.15. **DESIGNEE** Greg Edington, Telephone: (573) 449-8515. Boone County Public Works, 5551 Hwy 63 South, Columbia, MO 65201.
 - 2.16. **BID CLARIFICATION -** Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390; E-mail: arobbins@boonecountymo.org.

- 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 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 -** 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 products used in order to ensure quality.
- 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.

	Company Name:				
	Address:				
	City/Zip:				
	Phone Number:				
	Fax Number:				
	Federal Tax ID:				
		vidual Name	_		
	PRICING: (Optional work may be guaranteed work.)	oe used by County durin	g contract term, bu	t it is not	
	DESCRIPTION	Cost for One Time per Day of Service	Extended for 248 Days Per Year		
	Daily Custodial services as per section 2.6.2.	\$	\$		
	Washin Custodial samisas as non	Cost for One Time per Week of Service	Extended for 52 Weeks		
Weekly Custodial services as per section 2.6.3.	\$	\$			
		Cost For a Single Application	Quantity	Extended Total	
	Optional Work #1: Strip and Wax VCT tile areas	\$	2	\$	
	Optional Work #2: Buff VCT tile Floors (monthly)	\$ \$	12	\$	
	Optional Work #3 (as defined in a Temporary Custodial Work – Hour		our		
	Renewal pricing:				
	Maximum percentage increase for first renewal%				
	Maximum percentage increase for s Maximum percentage increase for t				
	manimum percentage mercase for t	ionowai	,,,		
	MISCELLANEOUS INFORMAT	ΓΙΟΝ			

Purchasing Department

County of Boone

4.8.1.	What is the average amount of time to perform all service required for 4.7.1. Daily Service?
4.8.2.	What is the average amount of time to perform all service required for 4.7.2. Weekly Service?
4.8.2.	Does your firm provide this type of service to other large customers on a term and supply type contract?
4.8.3.	If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide. If possible, list a minimum of three references.
4.9.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
4.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? YesNo
4.11.	Authorized Representative (Sign By Hand):
4.11.1.	Type or Print Signed Name:
4.11.2.	E-mail address:
4.12.	Today's 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 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:

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

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

Additional information may be obtained from:

http://www.uscis.gov/USCIS/E-

Verify/Customer%20Support/Employer%20MOU%20(September%202009).pdf

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

CERTIFICATION OF INDIVIDUAL BIDDER

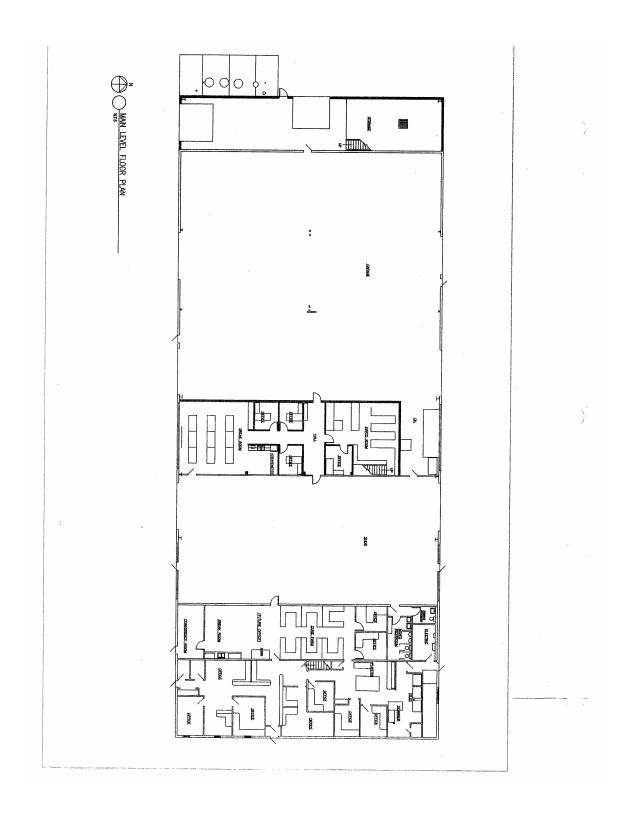
retirement, welfare, h food assistance who i compliance below. N	ealth benefit, post secondary of s over 18 must verify their law Note: A parent or guardian app	rson applying for or receiving any grant, contract education, scholarship, disability benefit, housing wful presence in the United States. Please indicated plying for a public benefit on behalf of a child wh	g benefit or ate
or permanent residen	t need not comply.		
1.	United States. (Such proof r certificate, or immigration de	ocuments showing citizenship or lawful presence may be a Missouri driver's license, U.S. passport ocuments). Note: If the applicant is an alien, ver prior to receiving a public benefit.	t, birth
2.	I do not have the above docu allow for temporary 90 day of	nments, but provide an affidavit (copy attached) qualification.	which may
3.	application for a birth certificate pending in the cation shall terminate upon receipt of the birth certificate does not exist because I am not a United	ertificate or	
Applicant	Date	Printed Name	

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

State of Missouri)		
)SS.		
County of)		
		ghteen years of age, swear upon my ed States government as being lawfo	
Date	-	Signature	
Social Security Number or Other Federal I.D. Numb	- oer	Printed Name	
		appeared before mo	
in the foregoing affidavit ar	re true accordin	ng to his/her best knowledge, inform	nation and belief.
		Notary Public	
My Commission Expires:			

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

County of)			
State of)ss)			
My name is I an	n an authorized agent of		(Bidder). This
business is enrolled and participates in a federal wor	k authorization program fo	or all employees working in c	onnection with services
provided to the County. This business does not know	wingly employ any person	that is an unauthorized alien	in connection with the
services being provided. Documentation of participa	tion in a federal work auth	orization program is attached	l hereto.
Furthermore, all subcontractors working on	this contract shall affirma	tively state in writing in their	contracts that they are not
in violation of Section 285.530.1, shall not thereafter	r be in violation and submi	t a sworn affidavit under pen	alty 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		



STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. 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.
- 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 bid 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 may 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 or e-mail 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.
- 14. 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.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16.	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.



"No Bid" Response Form

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

Amy Robbins, 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: 54-08NOV12 – Custodial Services Term and Supply

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