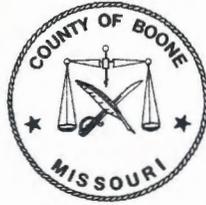


COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR AUCTION SERVICES FOR SURPLUS VEHICLES AND HEAVY EQUIPMENT

RFP #15-24APR15
Release Date: March 24, 2015

Submittal Deadline:
April 24, 2015
not later than 1:30 p.m. Central Time

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

Cheli Haley, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: chaley@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 15-24APR15 – Auction Services for Surplus Vehicles
and Heavy Equipment**

Sealed proposals will be accepted until **1:30 p.m. on Friday, April 24, 2015** in the Boone County Purchasing Office, Boone County Annex Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390, e-mail: chaley@boonecountymo.org, or from our web page at <http://www.showmeboone.com>.

Cheli Haley
Buyer

Insertion: Tuesday, March 24, 2015
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Friday, April 24, 2015** to:

Boone County Purchasing Department
Cheli Haley, Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201

- b) The County will not accept any proposals received after **1:30 P.M.** and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly at **1:30 p.m. on April 24, 2015** but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Auction Services for Surplus Vehicles and Heavy Equipment** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 p.m., Friday, April 17, 2015**. All questions must be mailed, faxed, or e-mailed to the attention of Cheli Haley, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Cheli Haley, Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: chaley@boonecountymo.org

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3. **Timeline:** The County anticipates a contract award following evaluation of the proposal responses within 60 days from the RFP opening date. Services will be

used as needed throughout the contract term. This date is provided for informational purpose and may change as requirements dictate.

- 2.4. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County's proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, requests proposals from auction firms or individuals acting as a representative for auction firms for periodic turnkey auction of surplus vehicles and heavy equipment from all Boone County Departments. Please note that most vehicles will be surplus from the Public Works Department and Sheriff's Department. The County anticipates selling at least nine (9) vehicles/equipment during the first year of the contract.

3.2. Background Information:

3.2.1. Background

Boone County currently has a contract with Missouri Auto Auction that will expire on June 30, 2015. Missouri Auto Auction auctions the County's surplus vehicles and heavy equipment at its facility located in Columbia, Missouri. Part of the current disposal process involves one of their representatives picking up the surplus vehicles and equipment, providing stripe/decal removal, detail of vehicles, re-keying ignition and all locks, and if needed, flat repair and new battery installation.

3.2.2. Additional information about this contract can be obtained from the following internet web site at: <http://www.showmeboone.com>.

3.2.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. General Requirements:

The Contractor shall meet the following criteria:

- a. Provide comprehensive turnkey auction services.
- b. Have adequate secured facilities to handle a large quantity of vehicles and equipment and the anticipated crowd of potential buyers.
- c. Have regularly (pre) scheduled auctions.
- d. Be able to separately track and account for County's vehicles and equipment.
- e. Have recognition, affiliation, or accreditation as an auction firm.
- f. Have extensive advertisement capabilities and database for County's surplus.
- g. Auctioneers must be licensed.

- h. Auction shall be licensed with the State of Missouri to provide the above services.
- i. Auction firm shall have the ability to “no sale” vehicle/equipment if the high bid is not acceptable or within reason.
- j. Have sufficient staff to pick up at least nine (9) vehicles/equipment at once in coordination with a county representative to go through a pick up checklist.
- k. Hold equipment auctions that include construction equipment in the sale inventory.

3.4. Specific Requirements:

a. The County will furnish Contractor with an itemized list of surplus vehicles and equipment to be auctioned and the date when such vehicles/equipment will be available for pickup from the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202 or the Boone County Public Works Department, 5551 Tom Bass Road, Columbia, MO 65201. The County cannot guarantee any minimum number of vehicles or equipment prior to conducting public auction sales. The County reserves the right to add or delete vehicles and equipment from this list.

b. **Location:** The auctioning of County’s vehicles and equipment will be held at/on the Contractor’s auction premises.

c. **Transportation and Fees:** Contractor shall be responsible for the safe transportation of surplus vehicles and some equipment (at the County’s discretion) to the auction site or storage area at no additional charge to the County for a certain fee of the gross sales for each auction for vehicles or equipment. It is the responsibility of the Contractor to ensure that any subcontractor with whom they enter into an agreement with for the transporting of County’s vehicles/equipment to have adequate insurance coverage and meet all local, state, and federal regulations.

d. **Decal/stripe removal & detailing:** The Contractor shall provide decal removal services for all vehicles with the exception of those from the Public Works Department, and clean/detail the entire vehicle from all Boone County Departments. An example of the stripe/decal to be removed from the vehicles can be found on the Sheriff’s Department home page at: <http://boonecountymo.org/sheriff/> (the cleaning requirements are specified on the pricing page of this RFP). Contractor bears the responsibility of all decals and markings being removed from the vehicle prior to sale. This shall include any residue left behind from decals that would still associate the vehicle with Boone County (i.e. paint fade from decals, adhesives in the shape of decals). County reserves the right to inspect vehicles as deemed necessary after cleaning and before auction.

e. **Minimum Bids:** Contractor shall work with the County to set and honor minimum bids on vehicles/equipment.

f. **Additional Charges:** There will be no additional charges to the County other than the fees stated in the Request for Proposal.

g. Net Return: Contractor shall endeavor to secure the highest prices possible for the County's surplus vehicles/equipment.

h. Equipment, Tools, Materials, and Supplies: Contractor shall furnish all equipment, tools, materials, and supplies and other services necessary for the services described in this RFP.

i. Merchantability of Vehicles: Contractor shall provide sufficient gasoline/diesel and repair flat tire(s) and change battery (ies) at cost to assure that each vehicle will operate when offered for sale. Contractor shall not, without the County's prior written approval, perform any additional repairs to the vehicles or equipment. Contractor shall notify the appropriate County representative at the time of pick up of any defect in the vehicle/equipment causing any charges to be incurred by the County under this contract.

j. Administrative: Contractor shall be responsible for the advertising, cataloging, and labeling of vehicles and equipment, registering bidders, providing security, payment collections, detailed listing of auction transactions (to include lot number, description of vehicles/equipment sold, sale price, etc), and overall auction process including recommendations to improve the value of surplus property prior to auctioning.

k. Payment and Paperwork: Contractor shall be responsible for collecting all payments, including sales taxes where applicable, for all equipment sold by Contractor pursuant to this agreement. All revenue due to the County will be forwarded to either the Sheriff's Department or Public Works Department depending on the origin of the vehicle within ten (10) working days of the auction along with the following reports:

- 1) Sales results sheet of items with purchase price and commission.
- 2) Contractor shall complete any forms required by the Department of Motor Vehicles to properly conduct the auction and transfer ownership/title. Paperwork shall be the sole responsibility of the Contractor.

l. Storage: Contractor shall provide secure storage of all County's vehicles and equipment. Contractor shall provide such storage space at this facility until vehicles are sold.

m. Bidder Pool: To ensure that a large bidder pool is maintained, the County's vehicles shall be auctioned with other merchandise from other entities.

n. Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 per occurrence/\$2,000,000 aggregate 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business 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; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

3.5. SPECIAL CONDITIONS

3.5.1. Proposal response information must be provided that addresses the required information in section 4.1.3. of this RFP.

3.5.2. **Contract Term:** The initial contract period will be from **July 1, 2015 through June 30, 2016**. The contract may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.

3.5.3. Non-Exclusive Contract: The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase same or like services from other sources as the County deems necessary and appropriate.

3.5.4. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.5.5. Cancellation of Contract: The County reserves the right to cancel the resulting contract with or without cause with written notice to the Contractor.

3.5.6. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Cheli Haley, Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on April 24, 2015.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. Method of Performance – a. A written plan that includes as much detail as possible, outlining how the required services are to be provided. **b.** Plan for advertisement of auction, including distribution area. **c.** Document the buying audience you have attracted for previous auctions. **d.** Documentation and/or statement as to why your company will provide the best price for the County’s surplus property.

b. Experience/Expertise of Offeror: **a.** Include a list of auctions, similar in nature and scope, conducted in the past two years. This list should include law enforcement agencies’ references complete with names and phone numbers. **b.** A personnel list complete with the names, duties and experience of each person to be assigned responsibilities at each auction. **c.** Describe fleet disposal history. Include in detail a recent auction performed for a law enforcement agency. Include a description of the vehicles, the miles on the vehicles, the auction price received for the vehicle and any other relevant information.

c. Cost Proposal: including all administrative percentages and fees to be charged to the County.

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed service at a designated Boone County location or other site. Attendance cost shall be at the Offeror’s expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror’s organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. **Qualifications Statement/References:** The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror’s organization and any proposed subcontractors which are similar to the requirements of this RFP.

a. References: Please provide a list of five government agencies/municipalities (preferably Law Enforcement, County and preferably in Missouri) for whom you have provided the service proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number, and address.

- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 4.1.4.7. Each Offeror must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item may be interpreted as non-compliance. The Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County. The County will take into account the relative importance of commissions offered and other evaluation factors set forth in the RFP. Therefore, in selecting a Contractor, the County will not rely exclusively on commission offering in awarding a contract.

Withdrawal of Proposals: Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror 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).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Complete the following:

Sale & Transportation Fee for Each Vehicle/Equipment: \$ _____

Detail pricing per vehicle:

Vehicle - Complete Detail with Removal of Decals/Striping: \$ _____
Shall include: steam cleaning of the engine; remove exterior logo, decals, and striping; wash and buff the exterior of the vehicle; shampoo and vacuum the interior of the vehicle (i.e. sheriff's vehicle)

Construction Vehicle - Wash and Vac: \$ _____
Shall include: wash the exterior and vacuum the interior of large trucks (i.e. dump trucks).

Other Expenses as needed:

Fuel: \$ _____/Gallon
Flat Repair per tire: \$ _____/air \$ _____/patch
Battery Installation: \$ _____
Re-Keying Ignition & all locks: \$ _____

5.2. Provide the value of what a 2010 Ford Crown Victoria with 100,000 miles brought at a recent auction within the last six months: \$ _____

5.3. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: _____

Organization: _____

Address: _____

E-mail: _____

Phone Number(s): _____

Fax: _____



"No Bid" Response Form

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

Cheli Haley, 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: 15-24APR15 – Auction Services for Surplus Vehicles
and Heavy Equipment**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Cheli Haley
Buyer



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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 Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

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

Name and Title of Authorized Representative

Signature

Date



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

Standard Terms and Conditions

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.