



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

REQUEST FOR BID

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BID DATA

Bid Number: 54-18DEC15

Commodity Title: Electronic Media Storage – Term and Supply

BID SUBMISSION

Submission Deadline: Friday, December 18, 2015 at 2:00 p.m. *(Bids received after this time will be returned unopened)*

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 *(Located in the Boone County Annex at the corner of 7th and Ash Streets)*

BID OPENING

Opening: Friday, December 18, 2015 at 2:00 p.m.

Boone County Purchasing Department
613 East Ash Street, Conference Room
Columbia, MO 65201

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1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses that offer to provide the goods and/or services identified on the title page of the document 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at: www.showmeboone.com. (*Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*)

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. Award - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.

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:

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder’s Response.

1.6. Contract Period – Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice

1.7. Contract Renewal – The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period

1.8. 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

1.9. Contract Documents - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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 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.

1.10. 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. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. 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.

2.1.1. 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.

2.1.2. 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.

2.1.3. 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.

2.1.4. 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.

2.1.5. 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.

2.1.6. 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.

2.2. Employment Of Unauthorized Aliens Prohibited – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.3. Sales/Use Tax Exemption – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County,

Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3. PRIMARY SPECIFICATIONS

3.1. 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 daily Electronic Media Off-Site Storage Services.

3.2. Background – The contract resulting from this Request for Bid will replace contract number 61-24NOV10. To view past award information, please navigate to Bid Awards on our website and select 2010. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2010 Bid Archives.

3.3. Estimated Usage – All requests for service shall be made on an “as needed” basis. The County does not guarantee a minimum usage of the prospective contract, and the County does not guarantee that the Contractor’s service will be utilized. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary.

3.4. Scope of Work – The purpose of this bid is to secure a contract with a complete Electronic Media Off-Site Storage Service that provides monthly pickup of electronic media, storage of media, and rotation and return of media as requested. This will result in dropping off the media currently in storage, picking up media, and storing it in off-site, climate controlled facilities.

3.4.1. The County’s preference is to award to one (1) vendor who will be responsible for picking up, storing, and returning media to a designated location. If the bidder proposes a multi-vendor or subcontracted approach, the responsibilities of each party and the assurances of performance offered shall be clearly identified.

3.4.2. Contractor shall transport up to forty (40) electronic media per month. Electronic media is defined as magnetic tapes, CDs, DVDs, etc.

3.4.3. Media shall be picked up and delivered to the Boone County Government Center, 801 East Walnut Street, Room 220, Columbia, MO 65201, Monday through Friday, by a courier service on the second Tuesday of each month between 1:30 p.m. and 4:30 p.m. As the County offices are not open on weekends and holidays, drop off and pickup will not be necessary by the Contractor on these days.

3.4.4. Media shall only be released to pre-approved individuals designated by the County.

3.4.5. The transport time shall be less than one (1) hour from the time of pick to the time the media is secured in the storage vault.

3.4.6. All pickups and deliveries performed shall be by Contractor's employees.

3.4.7. Contractor shall provide emergency access and be available 24 hours a day, 7 days a week, 365 days of the year. Contractor shall respond and be available to make media available within one (1) hour of the initial call for pickup or delivery.

3.4.8. Storage Facility: The storage facility should meet the following specifications.

3.4.8.1. Constructed of concrete and steel or a comparable solution of which the bidder shall provide details in an attachment included with the Response.

3.4.8.2. Monitored for fire protection.

3.4.8.3. Security should consist of perimeter contracts on all points of potential access and motion detectors inside the building.

3.4.8.4. Entire security and fire protection system protected by uninterrupted power supply.

3.4.9. Vault: The vault should meet the following specifications.

3.4.9.1. Multilayer design of fire rated drywall, sand, and concrete block to retract heat from interior of vault or an equivalent. Bidders are asked to provide details in an attachment included with their Response.

3.4.9.2. Only Contractor's employees allowed access to the vault. Security policies should be provided as an attachment to the Response.

3.5. **Experience**: The Bidder should provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.6. **Designee**: Aron Gish, Director of Information Technology, 801 East Walnut Street, Room 220, Columbia, Missouri 65201.

3.7. **Payment**: Invoices should be submitted to the Boone County Information Technology Department for payment, which will be made thirty (30) days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Information Technology, 801 East Walnut Street, Columbia, Missouri 65201.

4. RESPONSE PRESENTATION AND REVIEW

4.1. **Response Content** - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. 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.

4.2. **Submittal of Responses** - Responses MUST be received by the date and time noted on the title page under "Bid Submission and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

4.2.1. Submittal Package: Submit, to the location specified on the title page, **one original and two (2) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, bid due date and time, and the bid number.

4.2.2. Advice of Award: When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website at www.showmeboone.com.

4.3. 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.

4.3.1. 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.

4.4. Response Clarification - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

4.4.1. 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.

4.5. 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.

4.5.1. Method of Evaluation: We will evaluate submitted responses in relation to all aspects of this Bid.

4.5.2. Acceptability: We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on the Prior Experience form.

4.5.3. Discrepancy: In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

4.5.4. Endurance of Pricing: Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

4.5.5. Cost Evaluation: In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

5. RESPONSE FORM

5.1. Company Name: _____

5.2. Address: _____

5.3. City/State/Zip: _____

5.4. Phone Number: _____

5.5. Facsimile Number: _____

5.6. E-Mail Address: _____

5.7. Federal Tax ID: _____

5.7.1. Corporation: _____

Partnership: _____

Individual/Proprietorship: _____

Other (Specify): _____

5.8. Pricing

Line	Item	Price
4.8.1.	Storage Price per Month per Electronic Media for Permanent Storage in Vault	\$
4.8.2.	Courier Service per Month for Pickup/ 20-40 Electronic Media for one location (Government Center)	\$
4.8.3.	Emergency Courier Service Fee per occurrence outside of regular schedule on a weekday	\$
4.8.4.	Emergency Courier Service Fee per occurrence outside of regular schedule on weekend or holidays	\$
4.8.5.	TOTAL	\$

5.9. Renewal Pricing Increases

5.9.1. First Renewal Term: _____ %

5.9.2. Second Renewal Term: _____ %

5.9.3. Third Renewal Term: _____ %

5.9.4. Fourth Renewal Term: _____ %

5.10. 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 a part of this response.

5.10.1. Signature of Authorized Representative: _____

5.10.2. Printed Name of Authorized Representative: _____

5.10.3. Date of Signature: _____

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services:

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services:

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services:

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/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form on the next page if your contract amount is in excess of \$5,000.00. **Attach to this form the first and last pages of the *E-Verify Memorandum of Understanding for Employers* that you complete 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 eighteen (18) years of age 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.

- 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.
- I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- 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.

Signature

Printed Name Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TEIR COVERED TRANSACTIONS**

(Please complete and return with Bid)

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 of 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.

Print Name and Title of Authorized Representative

Signature

Date

**BOONE COUNTY, MISSOURI
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.



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NO BID RESPONSE FORM

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

BID INFORMATION

Bid Number: 54-18DEC15

Commodity Title: Electronic Media Storage

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 complete this form and return to the Purchasing Department by mail, fax, or email.

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID.

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

