Boone County Purchasing



613 E. Ash, Room 110 Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

(573) 886-4391 – Fax: (573) 886-4390 Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number:

33-29JUN17

Commodity Title: Radio Advertising for Joint Communications -

Term and Supply

DIRECT ANY BID SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Thursday, June 29, 2017

Time: 1:30 P.M. (Bids received after this time will be returned

unopened)

Location Boone County Purchasing Department

Address: 613 E. Ash St. Room 110

Columbia, MO 65201

Directions:

The Annex Building is located at the corner of 7th St and Ash

Street.

Bid Opening

Day / Date: Thursday, June 29, 2017

Time: 1:30 P.M.

Location / Address:

Boone County Purchasing Department

613 E. Ash St, Room 110 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**

Standard Terms and Conditions

"No Bid Response Form"

Debarment Form

Work Authorization Certification

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, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders 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 Addendum -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** Award will be made to the Bidder(s) whose 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

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- needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award 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:
 - 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. **COMPLIANCE WITH TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. PRIMARY SPECIFICATIONS:

- 2.1. **SCOPE OF WORK:** It is the intent of Boone County to secure a Term and Supply contract for **Radio Advertising for Boone County Joint Communications** from FCC licensed radio stations.
- 2.1.1. Contract Duration: The Contract shall be effective from date of award through July 31, 2018. The resulting contract may be automatically renewed for up to <u>four (4) additional one-year periods</u> unless canceled by the Purchasing Director in writing prior to a renewal term. See paragraph 2.2.5. Escalator Provision for future renewal period pricing.
- 2.1.2. **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 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.1. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be asserted for failure of the County to appropriate funds in future contract years.
 - 2.1.3. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.2. **GENERAL REQUIREMENTS:**

- 2.2.1. **Work Included:** Provide radio advertising for the Boone County Joint Communications department. Radio advertising will be ordered on an "as needed" basis throughout the contract period.
- 2.2.2. Bidder shall complete pricing on the attached Response Form. Department designee will contact the awarded Contractor throughout the contract term to provide a written "not to exceed" quote for a radio advertisement project. Quote shall be based on this proposed pricing. Unit prices quoted shall not exceed contract prices.
- 2.2.2.1. The written "not to exceed" quote shall contain the following:
 - a. The dates the advertisement will run
 - b. Time that advertisement will run (i.e. between 6:00 10:00 a.m.)
 - c. Radio station(s) that will broadcast advertisement
 - d. Total cost of advertisement.
 - 2.2.3. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within seven (7) working days after the date of request for advertisement quote. The County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.
 - 2.2.4. **Award:** Awards may be made to multiple responsive and responsible bidders who are best qualified to perform in accordance with the terms and conditions of the contract, and whose metro cume listener number are deemed to be the most advantageous to Boone County's advertising needs. Selection of which radio stations to advertise with will be made on a case by case basis considering price and metro cume listener number information factors. Boone County reserves the right to consider metro cume listener number and related factors in selecting the most appropriate radio station for placement of departmental advertisements.
- 2.2.4.1. Award: Boone County may evaluate and award the bid based on the following criteria:
 - a) metro cume listener number

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- b) cost for advertisement
- c) Listening area identified as the needed area to focus advertisement for recruitment
- 2.2.5. **Bid Pricing:** Bidders shall provide pricing for 'per ad' per radio station(s) on the days of the week and times outlined on the Response Form. If additional pages are needed for additional radio stations, please copy the Response Form to create additional pages.
- 2.2.6. **Escalator Provision:** Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices.
- 2.2.7. The County does not guarantee any specific amount of usage against this contract. This contract shall cover the County's requirements regardless of the estimated amount listed herein. The contractor shall provide the services on an as needed, if needed basis. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 2.2.8. **Metro Cume Listener Number:** Bidder shall provide their metro cume listener number for each radio station on the Response Form. This number will represent the total number of listeners for each station. If possible to break-down by County, please do so.
- 2.2.9. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the radio advertising quotes, and at least one company representative charged with handling billing questions and requests.
- 2.2.10. Order Processing/Billing/Payment: Boone County Joint Communications will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.
- 2.2.11. **Designee:** Boone County Joint Communications
- 2.2.12. **Bid/Clarification Contact** Melinda Bobbitt, CPPO, CPPB, 613 E. Ash Street, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393, Facsimile (573) 886-4390, E-mail: mbobbitt@boonecountymo.org

- 3. Response Presentation and Review
- 3.1 **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, Responses MUST be submitted in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the Response Form.
- 3.2 **SUBMITTAL OF RESPONSES** Responses <u>MUST</u> be received by the date and time noted on the title page under "Bid Submission Information and Deadline". <u>NO EXCEPTIONS</u>. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package -** Submit, to the location specified on the title page, **three (3) signed complete copies** of Response in a single sealed envelope, clearly marked on the outside with bidder's company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award -** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at http://www.showmeboone.com. Then select "Purchasing" along the left.
 - 3.3. **BID OPENING** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from the County's database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. *Work Authorization Certification Form* If contract is in excess of \$5,000.00, Contractor will be required to complete a Work Authorization Certification Form.

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4.	RESPONSE FORM	
4.1.	Company Name:	
4.2.	Address:	-
4.3.	City/Zip:	
4.4.	Phone Number:	_
4.5.	Fax Number:	-
4.6.	E-mail:	
4.7.	Federal Tax ID:	
4.8.	Radio Advertisement Pricing: The undersigned offers to furnish and deliver the articles of specified at the prices and terms stated and in strict accordance with all requirements continuitation for Bid which has been read and understood, and all of which is made part of this	tained in the
	Authorized Representative (Sign by Hand):	
	Type or Print Signed Name:	
	Today's Date:	
4.9.	Dedicated Customer Service Representative for Radio Advertising: Phone: E-mail:	
4.9.1	Dedicated Customer Service Representative for Billing Inquiries: Phone: E-mail:	
4.10.	List the Metro Cume Listener Number for each of your proposed radio stations:	

4.11.	Will you honor the submitted prices for purchase by other entities in Boone
	County who participate in cooperative purchasing with Boone County,
	Missouri? Yes No
4.12.	Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision)%

4.13. Proposed Pricing:

_	<u>Description</u>	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
	List of Radio Station(s) for cost			
4.13.1.	outlined below:			
4.13.2	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.3.	10:00 a.m 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.4.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.5.	7:00 p.m Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.6.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.7.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.8.	10:00 a.m 3:00 p.m. Saturday or Sunday			
4.13.9.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.10.	7:00 p.m Midnight Saturday or Sunday			
4.13.11.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.12.	List of Radio Station(s) for cost outlined below:	13 Seconds	Seconds	Seconds
4.13.13.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.14.	10:00 a.m 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.15.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.16.	7:00 p.m Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.17.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.18.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.19.	10:00 a.m 3:00 p.m. Saturday or Sunday			
4.13.20.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.21.	7:00 p.m Midnight Saturday or Sunday			
4.13.22.	Midnight - 6:00 a.m. Saturday or Sunday			

-	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.23.	List of Radio Station(s) for cost outlined below:			
4.13.24.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.25.	10:00 a.m 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.26.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.27.	7:00 p.m Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.28.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.29.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.30.	10:00 a.m 3:00 p.m. Saturday or Sunday			
4.13.31.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.32.	7:00 p.m Midnight Saturday or Sunday			
4.13.33.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.34.	List of Radio Station(s) for cost outlined below:			
4.13.35.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.36.	10:00 a.m 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.37.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.38.	7:00 p.m Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.39.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.40.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.41.	10:00 a.m 3:00 p.m. Saturday or Sunday			
4.13.42.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.43.	7:00 p.m Midnight Saturday or Sunday			
4.13.44.	Midnight - 6:00 a.m. Saturday or Sunday			

	Description	Cost/ad for 15 Seconds	Cost/ad for 30 Seconds	Cost/ad for 60 Seconds
4.13.45.	List of Radio Station(s) for cost outlined below:		1 999	3337733
4.13.46.	6:00 - 10:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.47.	10:00 a.m 3:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.48.	3:00 - 7:00 p.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.49.	7:00 p.m Midnight Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.50.	Midnight - 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, or Friday			
4.13.51.	6:00 - 10:00 a.m. Saturday or Sunday			
4.13.52.	10:00 a.m 3:00 p.m. Saturday or Sunday			
4.13.53.	3:00 - 7:00 p.m. Saturday or Sunday			
4.13.54.	7:00 p.m Midnight Saturday or Sunday			
4.13.55.	Midnight - 6:00 a.m. Saturday or Sunday			

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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

"No Bid" Response Form

Melinda Bobbitt, CPPO, Director of Purchasing (573) 886-4391- 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: 33-29JUN17 - Radio Advertising for Boone County Joint Communications

Business Name:	
Address:	
Telephone:	
Contact:	-
Date:	
Reason(s) for Not Bidding:	

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(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, <u>Federal Register</u> (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

Name and Title of Authorized Representative		
Signature	Date	

certification, such prospective participant shall attach an explanation to this proposal.

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&vgnextchannel=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 for proof of enrollment.

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*.

COUNTY OF BOONE - MISSOURI 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 am an authorized agen	t of	(Bidder). This
business is enrolled and	d participates in a fe	deral work authorization prog	ram for all employees working	g in connection with
services provided to th	e County. This busi	ness does not knowingly emp	loy any person that is an unaut	horized alien in
connection with the ser	rvices being provide	d. Documentation of partici	pation in a federal work auth	norization program is
attached to this affida	avit.			
Furthermore,	all subcontractors w	orking on this contract shall a	ffirmatively state in writing in	their contracts that they
are not in violation of	Section 285.530.1, s	hall not thereafter be in violate	ion and submit a sworn affidav	vit under penalty of
perjury that all employ	ees are lawfully pres	sent in the United States.		
		Affiant	Date	
		Printed Name		
Subscribed and sworn	to before me this	_ day of, 20	_·	
		Notary P	ublic	

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.