



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **48-13AUG19**
Commodity Title: **Generator Inspection Services - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, AUGUST 13, 2019**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**

Directions: The Boone County Annex Building is located at corner of 7th & Ash Street.

Bid Opening

Day / Date: **TUESDAY, AUGUST 13, 2019**
Time: **1:30 P.M. C.T.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street, Room 111
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**
 - E-Verify Documents**
 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit**
 - Work Authorization Certification**
 - Certification Regarding Debarment**
 - Prior Experience**
 - Standard Terms and Conditions**
 - Exhibit A **Generator List**

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 fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 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 STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS AND/OR SERVICES 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 **Generator Inspection Services** for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. **Locations and Generator information:** The contractor shall inspect and/or service generators for multiple County Departments: Please see attached list for generator locations and responsible departments.
- 2.1.3. **Hours of Work:** The contractor shall inspect the generators at the Boone County Jail, Boone County Road & Bridge Building, Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse during normal business hours. The contractor shall test load the generators at the Boone County Jail, Boone County Road & Bridge Building, and the Robert L. Perry Juvenile Justice Center, Roger B Wilson Boone County Government Center and Boone County Courthouse outside of normal business hours 7:30 A.M. – 5:00 P.M. The contractor must schedule all inspections and/or repairs with the appropriate Department.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from **September 1, 2019 through August 31, 2020** and may be automatically **renewed for up to an additional three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. **Quantity** - The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the number of generators or service required at any time during the term of the contract.
- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **TECHNICAL SPECIFICATIONS** – The contractor shall provide generator inspection services in accordance with the following specifications:
- 2.3.1. The contractor shall perform quarterly inspections, as requested, of the generators at the locations listed in accordance with the following (as applicable):
- 2.3.1.1. Adjust and clean ignition components,
- 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
- 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
- 2.3.1.4. Check engine antifreeze solution, fill to capacity,
- 2.3.1.5. Check all fluid hoses for leaks and pliability,
- 2.3.1.6. Clean sediment in bowl type fuel strainers,
- 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
- 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
- 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,
- 2.3.1.10. Check engine starter and charging alternator operations,
- 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
- 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
- 2.3.1.13. Load test battery(ies),

- 2.3.1.14. Check battery charger operations, recalibrate,
- 2.3.1.15. Clean collector rings,
- 2.3.1.16. Clean static excitor,
- 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
- 2.3.1.18. Clean normal dust deposits from generator,
- 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
- 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
- 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
- 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
- 2.4. **Quarterly Field Service Report:** The contractor must submit written quarterly field service reports to the appropriate Department upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed. This report is to be submitted with the invoice.
 - 2.4.2. The contractor shall perform annual inspections of the generators at the locations listed in accordance with the following:
 - 2.4.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
 - 2.4.2.2. Inspect and tighten starter motor(s) connection and wiring,
 - 2.4.2.3. Obtain engine oil sample for analysis,
 - 2.4.2.4. Change oil filters,
 - 2.4.2.5. Change engine oil,
 - 2.4.2.6. Clean primary fuel filter (if screen type),
 - 2.4.2.7. Drain water and sediment from day tank,
 - 2.4.2.8. Replace primary and secondary fuel filter elements,
 - 2.4.2.9. Inspect and lubricate governor linkages,
 - 2.4.2.10. Replace coolant filter,
 - 2.4.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
 - 2.4.2.12. Inspect generator strip heater,
 - 2.4.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
 - 2.4.2.14. Inspect turbocharger compressor and turbine wheels, and
 - 2.4.2.15. Check turbocharger shaft and play.
 - 2.5. **Annual Field Service Report:** The contractor must submit written annual field service reports to the appropriate Department upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed. This report is to be submitted with the invoice.
 - 2.5.1. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste removal, and related supplies used to complete the inspections and/or tests.
 - 2.5.2. **Repair Work:** The contractor shall perform repair work on an “as needed” basis and must provide standard tools of the trade. For non-emergency repairs, Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor’s *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. Contractor shall respond within a *30-minute period* to any and all service requests which are designated as emergency repair. Unit prices quoted shall not exceed contract prices. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the county’s facility designee. **The contractor shall obtain approval from the Department prior to beginning any repair work**
 - 2.5.3. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost-plus basis.
 - 2.5.4. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. **Transportation shall not be billed or compensated separately.**
 - 2.5.5. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.

- 2.5.6. **Final Inspection and Approval:** The contractor shall request the responsible Department conduct an inspection after all work is complete. Final approval is contingent upon the Department's final inspection.
- 2.5.7. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.6. **Special Conditions and Requirements**
- 2.6.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the County.
- 2.6.2. **Contractor Qualifications and Experience:** The Contractor to whom a Generator Inspection Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.6.2.1. **Certifications:** Bidders shall include proof of any pertinent certifications held by workers who may perform work as outlined in these specifications under this contract.
- 2.6.3. **Billing and Payments:** All contracted work done for the County on a "time and material" basis must include the following information on the invoices:
- 2.6.3.1. Name of the County location where work was performed, and date(s) work was performed.
- 2.6.3.2. Description of generator and work performed.
- 2.6.3.3. Generator Asset Tag Number
- 2.6.3.4. If materials are used provide itemized materials list and Contractor's cost for those items indicating the contract markup % and net cost to County.
- 2.6.3.5. Labor cost per hour with number of crew members on the job.
- 2.6.3.6. Total hours on project and total cost of labor.
- 2.6.3.7. Quarterly/Annual Field Service Report
- 2.6.3.8. If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.
- 2.6.4. Invoices must be submitted to the responsible Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
- 2.6.4.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
- 2.7. **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.
- 2.7.1. **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.

- 2.7.2. **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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.7.3. 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 include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.7.4. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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.
- 2.7.5. **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.
- 2.7.6. **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. 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.
- 2.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.9. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.10. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption Letter for Boone County Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors 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 exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five 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 unauthorized use of such project exemption certificates.
- 2.11. **LIABILITIES, RIGHTS AND REMEDIES** - The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.

- 2.12. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it's their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.13. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work. The bidder may contact the County to schedule an inspection of the equipment prior to bid submission.
- 2.14. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, 613 E. Ash Street, Room 111, Columbia, Missouri 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; or Email: Rwilson@boonecountymo.org.
- 2.15. **Pricing** – Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on August 31, 2020. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response 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.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number and the due date and time**.
 - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, visit our web site at www.showmeboone.com. Along the left side of the page, select "Purchasing". Bids/RFPs, Bid Tabulations and our Awards' spreadsheet are posted on our web site.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – 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 contract execution or 60 days, whichever comes first.

4. Response Form:

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses Docusign when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 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: _____

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. The County reserves the right to add, delete, or change the number of generators or service required at any time during the term of the contract. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form.

Transportation shall not be billed or compensated separately. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

Generators

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.1.	Facilities	18600	Briggs & Stratton	40375	\$ _____	\$ _____	\$ _____
4.8.2.	Facilities	None	Taylor	TD400	\$ _____	\$ _____	\$ _____
4.8.3.	Facilities	None	Taylor	TD400	\$ _____	\$ _____	\$ _____
4.8.4.	Facilities	None	Cummins	60EN	\$ _____	\$ _____	\$ _____
4.8.5.	Facilities	None	Kohler	35HZ82	\$ _____	\$ _____	\$ _____
4.8.6.	Facilities	None	Kohler	300R07D81	\$ _____	\$ _____	\$ _____
4.8.7.	Facilities	None	Kohler	50R0ZJ71	\$ _____	\$ _____	\$ _____
4.8.8.	Road & Bridge	16762	Generac	SD350	\$ _____	\$ _____	\$ _____
4.8.9.	Joint Comm	19679	Cummins	GGFD-5744023E	\$ _____	\$ _____	\$ _____

	Department	Asset Tag	Make	Model	Quarterly Inspection	Annual Inspection	Load Test
4.8.10.	Joint Comm Emergency	19680	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.11.	Mgmt Emergency	22103	Baldor	TS8OT	\$ _____	\$ _____	\$ _____
4.8.12.	Mgmt Emergency	23526	Generac	MDG100DF-4 G70WDO-	\$ _____	\$ _____	\$ _____
4.8.13.	Mgmt	None	Doosan	3A-TF4	\$ _____	\$ _____	\$ _____
4.8.14.	Joint Comm	19890	Cummins	GGPC	\$ _____	\$ _____	\$ _____
4.8.15.	Joint Comm	20058	Cummins	GGPC	\$ _____	\$ _____	\$ _____
4.8.16.	Joint Comm	20792	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.17.	Joint Comm	20848	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.18.	Joint Comm	20940	Libby Welding	MEP007B	\$ _____	\$ _____	\$ _____
4.8.19.	Joint Comm	21009	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.20.	Joint Comm	21040	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.21.	Joint Comm	21099	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.22.	Joint Comm	21104	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.23.	Joint Comm	21111	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.24.	Joint Comm	21124	Cummins	GGFD- 5744023E	\$ _____	\$ _____	\$ _____
4.8.25.	Joint Comm	22426	Cummins	C100N6	\$ _____	\$ _____	\$ _____
4.8.26.	Joint Comm	23520	Generac	MLG15M 98A 02799 SCG025-	\$ _____	\$ _____	\$ _____
4.8.27.	Joint Comm	None	CAT Olympian	A163	\$ _____	\$ _____	\$ _____
4.8.28.	Joint Comm	None	Cummins	C125-N6	\$ _____	\$ _____	\$ _____
4.8.29.	Joint Comm	Future	Cummins		\$ _____	\$ _____	\$ _____
4.9.	Bid Total				\$ _____	\$ _____	\$ _____

4.10. Labor

4.10.1. Mechanic \$ _____/hour

4.10.2. Assistant \$ _____/hour

4.10.3. Emergency Call Out Labor Rate \$ _____/hour

4.11. Percentage over Cost for Repair Parts _____% over cost

4.12. Renewal Percentages

Maximum % Increase 1st Renewal Period: _____%

Maximum % Increase 2nd Renewal Period: _____%

Maximum % Increase 3rd Renewal Period: _____%

4.13. **Certifications (2.6.2.1.)** Contractor selected for this contract should submit to Boone County along with their bid response evidence of relevant certification held by workers that may perform work under this contract.

Please attach certifications to bid response.

4.14. 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

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<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 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*.

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(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

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Standard Terms and Conditions

Robert Wilson, Buyer

Phone: (573) 886- 4393 – Fax: (573) 886-4390

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 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. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.
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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. 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.
20. 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.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
Phone: (573) 886-4393 – 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, email, or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 48-13AUG19 – Generator Inspection Services - Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

