



**Request for Bid (RFB)**

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

***Robert Wilson, Buyer***  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

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***Bid Data***

Bid Number: **50-04SEP19**  
Commodity Title: **Fire Alarm & Suppression Systems Inspection, Testing, and Repair -  
Term & Supply**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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***Bid Submission Address and Deadline***

Day / Date: **Wednesday, September 04, 2019**  
Time: **1:30 P.M. C.T. (Bids received after this time will be returned  
unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**  
Directions: The Purchasing office is located on the Northwest corner at 7<sup>th</sup> Street and  
Ash Street. Enter the building from the South side. Wheelchair accessible  
entrance is available.

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***Pre-Bid Conference (Optional)***

Day / Date: **Wednesday, August 21, 2019**  
Time: **2:00 P.M. Central Time**  
Location: **Boone County Annex Building – Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

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***Bid Opening***

Day / Date: **Wednesday, September 04, 2019**  
Time: **1:30 P.M. C.T. (Bids received after this time will be returned  
unopened)**  
Location / Address: **Boone County Annex Building  
613 E. Ash Street  
Columbia, MO 65201**

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***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Attachment A: Prior Experience**  
**Attachment B: Service Locations & Systems**  
**Standard Terms and Conditions**  
**Annual Wage Order No. 26**  
**Prevailing Wage Affidavit**  
**OSHA Affidavit**  
**Instructions for Compliance with House Bill 1549**

**Work Authorization Certification  
Certification of Individual Bidder  
Affidavit – Certification of Individual Bidder  
Debarment Form  
“No Bid” Response Form**

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**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.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://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. An **optional pre-bid conference** with site visits has been scheduled for **Wednesday, August 21, 2019 at 2:00 p.m.** at the Boone County Annex Bldg. Conference Room, 613 E. Ash, Columbia, MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 1.3.3. **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:
  - 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 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 the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform Fire Alarm and Suppression Systems Inspections, Testing and Repairs to the Boone County locations as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **date of award through August 31, 2020**. This contract is may be renewed in writing by the County for **four (4) additional one (1) year periods** following expiration of the first contract period.
  - 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 percentages outlined on the Response Form for the renewal periods.
  - 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.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, fuel surcharges, etc.
- 2.6. **SERVICE LOCATIONS** – Locations of systems requiring inspection will include those specified herein on *Attachment B – Service Locations and Systems*.
- 2.7. **GENERAL CONDITIONS** –
  - 2.7.1. **Fire Alarm Test & Inspection.** Inspections shall comply with Chapter 14 of NFPA 72, National Fire Alarm and Signaling Code, 2013 Edition. Tests and Inspections shall only be performed when authorized and scheduled by the Facilities Maintenance Manager.
  - 2.7.2. **5-year Obstruction Inspection.** This inspection shall consist of a piping and branch line conditions investigation to check for the presence of foreign organic and inorganic material. Required every 5 years. Tests and Inspections shall only be performed when authorized and scheduled by the Facilities Maintenance Manager.
  - 2.7.3. **Suppression System Test & Inspection.** Technicians shall perform inspections and diagnostic tests for the accessible fire suppression devices listed on the Response Form and currently connected to fire suppression system. Tests and Inspections shall only be performed when authorized and scheduled by the Facilities Maintenance Director.
    - 2.7.3.1. Technicians shall perform inspections and tests in accordance with the National Fire Prevention Association No. 25-2013 or latest edition, or where applicable, the edition as adopted by the local authority having jurisdiction shall apply.
  - 2.7.4. **Reports:** All known deficiencies affecting fire alarm and suppression system efficiency at any location shall be identified and reported in writing to the Boone County Facilities Maintenance Director upon completion of the inspection at each location.
  - 2.7.5. **Repairs:** System repairs and/or modifications shall only be performed when authorized by the Facilities Maintenance Director. All work must be quoted with the Original Equipment Manufacturer's parts unless otherwise approved by the Facilities Maintenance Director. All materials shall be approved by Underwriter's Laboratory or a recognized equivalent certification agency. Contractor shall furnish a **One Year** labor and materials warranty for repairs.

- 2.7.6. In the event any provision of this contract is not fulfilled by the contractor or the quality of workmanship is deemed to be unsatisfactory by the County, the County may, upon written notice to the contractor, terminate this contract within ten (10) days after such written notice.
- 2.7.7. **Property Damage:** 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 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.
- 2.7.8. Prices shall include travel required to and from respective building sites. Contractor's pricing, per unit, shall include all of the contractor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of the inspection, maintenance, and repair and parts will be paid under this order. All jobs are expected to require one (1) service person.
- 2.7.9. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.7.10. **Security:** The Contractor shall be responsible for providing and updating a list of the Contractor's employees working at any of the locations. The Contractor shall comply with all security measures required by Boone County. All facets of building security will be discussed with the awarded contractor at a post-award meeting.
- 2.7.11. **FOB Destination:** Prices quoted shall be for delivery FOB destination, unloaded and installed. Freight charges shall be fully included and prepaid. The seller pays and bears the freight charges.
- 2.7.12. **Hazardous Materials:** The Contractor shall not use any materials or chemicals which may be a physical or health hazard without prior written approval of the Boone County Facilities Maintenance Director. At the Post Award Meeting, all requests for approval of any materials or chemicals deemed hazardous shall be submitted to the Boone County Facilities Maintenance Manager with manufacturer's specifications and a completed "Material Safety Data Sheet" listing any Environmental Protection Agency (EPA) required information on usage and handling. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers, and agents which damage the lungs, skin, eyes, or mucous membranes.
- 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
- 2.8.1. The Contractor to whom a Fire Alarm and Suppression System Inspection, Testing and Repairs 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.
- 2.8.2. The Contractor must supply three references that this service has been provided for three consecutive years. *Attachment A – Prior Experience* may be used.
- 2.8.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. **Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the bid documents.**
- 2.8.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.8.5. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
  2. National Electric Code, latest edition.
  3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.8.6. The contractor shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.
- 2.8.7. **Sub-Contractors:** No subcontractors shall be used without prior approval of the County.

- 2.9. **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.
- 2.9.1. **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.
- 2.9.2. **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.

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.**

- 2.9.3. **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.
- 2.9.4. **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.
- 2.9.5. **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. 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.

- 2.10. **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.
- 2.11. 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.
- 2.12. 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

- 2.13. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
  - 2.13.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program **and certify compliance by affidavit at the conclusion of the project.**
  - 2.13.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.14. **Overhead Line Protection - 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 is 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.
- 2.15. **PREVAILING WAGE:** The Contractor is aware that although Fire Alarm Inspection and Suppression System Test and Inspections are not subject to Missouri prevailing wage law. With submission of a bid response Contractor acknowledges that any major repair quoted in this contract greater than \$75,000 is subject to Missouri Prevailing Wage law.



- 2.15.1. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- 2.15.2. It is not anticipated that any repair performed under this contract will reach the \$75,000 threshold and the County reserves the right to bid out any one project with an estimated cost of \$6,000 or greater.
- 2.16. **INVOICING AND PAYMENT**
- 2.16.1. Billings may only include the prices listed in the vendor’s bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. Contractor shall provide individual invoices for each individual building. The County agrees to pay all invoices within thirty days of performance of services and receipt of inspection reports and accurate invoice.
- 2.17. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.17.1. **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 required and its relation to any other work in the area including possible interference from other site activities.
- 2.17.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, Purchasing, 613 E. Ash, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org).
- 2.17.3. **Designee** – Doug Coley, Director, Facilities Maintenance Director, 613 E. Ash St., Rm. 107, Columbia, MO 65203.
- 2.17.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

**3. Response Presentation and Review**

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

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 Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

4.8. **PRICING** – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

	Service	Quantity	Unit Price	Extended Price
<b>4.8.1.</b>	<b>SERVICE LOCATION: Courthouse</b>			
4.8.1.1.	Obstruction Inspection - Performed once every 5 Years Inspection only	2	\$	\$
4.8.1.2.	Wet Sprinkler System Inspection	1	\$	\$
4.8.1.3.	Dry Pipe System Inspection	1	\$	\$
4.8.1.4.	Fire Alarm Test & Inspection	1	\$	\$
<b>4.8.2.</b>	<b>SERVICE LOCATION: Government Center</b>			
4.8.2.1.	Obstruction Inspection - Performed once every 5 Years Inspection only	1	\$	\$
4.8.2.2.	Wet Sprinkler System Inspection	1	\$	\$
4.8.2.3.	Fire Alarm Test & Inspection	1	\$	\$
4.8.2.4.	Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection	2	\$	\$
<b>4.8.3.</b>	<b>SERVICE LOCATION: Boone County Annex Building</b>			
4.8.3.1.	Fire Alarm Test & Inspection	1	\$	\$

<b>4.8.4.</b>	<b>SERVICE LOCATION: Johnson Building</b>			
4.8.4.1.	Fire Alarm Test & Inspection	1	\$	\$
<b>4.8.5.</b>	<b>SERVICE LOCATION: Juvenile Justice Center</b>			
4.8.5.1.	Obstruction Inspection - Performed once every 5 Years – Inspection only	1	\$	\$
4.8.5.2.	Wet Sprinkler System Inspection	1	\$	\$
4.8.5.3.	Fire Alarm Test & Inspection	1	\$	\$
<b>4.8.6.</b>	<b>SERVICE LOCATION: North Facility</b>			
4.8.6.1.	Fire Alarm Test & Inspection	1	\$	\$
<b>4.8.7.</b>	<b>SERVICE LOCATION: Boone County Jail</b>			
4.8.7.1.	Obstruction Inspection on Wet Systems – Performed once every 5 years. Inspection only	4	\$	\$
4.8.7.2.	Sprinkler Test & Inspect Wet Sprinkler System (Annual Test) Includes Tamper, Flow, Gate Valve, Fire Dept. Connection, Hydraulic Nameplate Verification & Main Drain Flow Switch: quantity (8) annual Tamper Switch: quantity (8) annual	4	\$	\$
<b>4.8.8.</b>	<b>SERVICE LOCATION: Sheriff's Annex</b>			
4.8.8.1.	Obstruction Inspection - Performed once every 5 Years – Inspection only	1	\$	\$
4.8.8.2.	Sprinkler Test & Inspect Wet Sprinkler System (Annual Test) Includes Tamper, Flow, Gate Valve, Fire Dept. Connection, Hydraulic Nameplate Verification & Main Drain	1	\$	\$
<b>4.8.9.</b>	<b>SERVICE LOCATION: Emergency Communication Center</b>			
4.8.9.1.	Obstruction Inspection on Wet Systems – Performed once every 5 years. Inspection only	4	\$	\$
4.8.9.2.	Wet Sprinkler System Inspection	1	\$	\$
4.8.9.3.	Dry Pipe System Inspection	1	\$	\$
4.8.9.4.	Fire Alarm Test & Inspection: Includes Notifier NFW2-100-2 PJ1503250002-1	1	\$	\$
4.8.9.5.	Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection: Includes (1) suppression system: Keller Fire CV140106-500; 850 lb. Cylinder SOLEA45 and (2) Releasing Panels: Model PFC 4410 and Potte Panels	2	\$	\$

<b>4.8.10.</b>	<b>SERVICE LOCATION: 609 Walnut Street</b>			
4.8.10.1.	Semi-Annual Novec 1230 Clean Agent Fire Suppression System Inspection: Includes (1) suppression system: Includes Auto Pulse 542R and Agent Release Control System Panel	2	\$	\$
<b>4.8.11.</b>	<b>REPAIRS</b>			
4.8.11.1.	Hourly Rate During <b>Regular Business Hours: Monday – Friday, 7:30 a.m. – 5:00 p.m.</b>		\$	
4.8.11.2.	Hourly Rate During <b>Evening Hours After 5:00 p.m. or on Saturday</b>		\$	
<b>4.8.12.</b>	<b>PARTS</b> - All parts and material will be at the published List Price List from the Manufacturer less a % discount.			
4.8.12.1.	Please provide the % off list discount amount:			%
<b>4.8.13.</b>	<b>RENEWALS</b> – The bidder shall indicate below the maximum increase or decrease for each potential renewal period.			
4.8.13.1.	_____ % Increase / Decrease - 1 <sup>st</sup> Renewal Period			
4.8.13.2.	_____ % Increase / Decrease - 2 <sup>nd</sup> Renewal Period			
4.8.13.3.	_____ % Increase / Decrease - 3 <sup>rd</sup> Renewal Period			
4.8.13.4.	_____ % Increase / Decrease - 4 <sup>th</sup> Renewal Period			

<b>4.9.</b>	<b>EMERGENCY CONTACT Twenty-Four Hour Service Contact:</b>	
	Name:	
	Telephone Number:	
4.10.	Call Response Time Within _____ hours after notification by the County.	
4.11.	Holidays – Bidder shall list holidays observed by their company:	

4.12. **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:

4.13. 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

**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):**



## Standard Terms and Conditions

### Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

**Robert Wilson, Buyer**

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

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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.



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )ss

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_  
Affiant Date

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

## 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 E-Verify Memorandum of Understanding that you completed when enrolling or the last page of that Memorandum that includes your firm's name with confirmation 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*.



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Contract)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date



**Boone County Purchasing**

613 E. Ash, Room 109

Columbia, MO 65201

*“No Bid” Response Form*

Robert Wilson, Buyer

(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 or fax.

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

**Bid: 50-04SEP19 – Fire Alarm & Suppression Systems Inspection, Testing, and Repair - Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_