

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR USED CLASS 4 OR MEDIUM DUTY BOX TRUCK FOR THE BOONE COUNTY CLERK

RFP #63-21NOV19

Release Date: October 20, 2019

**Submittal Deadline:
November 21, 2019
not later than 2:00 P.M. CST**

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

**Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 63-21NOV19 – Used Class 4 or Medium Duty Box Truck for the Boone County Clerk

Sealed proposals will be accepted until **2:00 P.M. on November 21, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <https://www.showmeboone.com/purchasing/bids/>.

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

***Insertion: Sunday, October 20, 2019
COLUMBIA MISSOURIAN***



1. INTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **Thursday, November 21, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

 - 1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
 - 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies).
- 1.5 Proposal Opening: Proposals will be opened publicly shortly after **2:00 P.M.** on **November 21, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., November 13, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org

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



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for a **Used Class 4 or Medium Duty Box Truck for the Boone County Clerk** as set forth herein.

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

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Technical Specifications
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) "No Bid" Response Form

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for furnishing an acceptable used box truck. An example of an acceptable used truck is an Isuzu NPR 4HE1TC, although the County is interested in any used box truck that meets the minimum requirements set forth in the Technical Specifications.



3. TECHNICAL SPECIFICATIONS:

3.1 **General Requirements:**

3.1.1. The contractor shall provide upon order a used Class 4 or medium duty box truck for the Boone County Clerk that shall at minimum meet the following requirements:

- a. GVWR: Can be Class 4 ranging from 14,001#'s to 16,000 #'s or Medium Duty 19,000#'s and over
- b. Suspension: Spring (air, coil or leaf)
- c. Fuel Type: Unleaded or Diesel
- d. Transmission: Automatic 6-speed
- e. Cab Type: Manufacturer standard
- f. Body Type: Cargo Box
- g. Cargo Box Length: Minimum 14'
- h. Cargo Box Width: Minimum 8'
- i. Lift Gate: Equipped with working lift gate
- j. Fuel Tank: Single, minimum 30-gallon capacity
- k. Truck Type: Parcel Van
- l. Tire size: manufacturer standard rated for truck, all weather
- m. Axles: Single
- n. Acceptable Mileage if Unleaded Engine: 100,000 miles maximum
- o. Acceptable Mileage if Diesel Engine: 175,000 miles maximum
- p. Cab Features: AM/FM Radio, air conditioning and heat equipped, front and rear defrost
- q. Brakes: ABS
- r. Steering: Power
- s. Back-up Alarm: Required
- t. Windshield: Manufacturer standard with no cracks with working wipers and equipped with blades

3.1.2 The following features are not required but preferred:

- a. Cruise Control: Optional – preferred
- b. Power Windows and Mirrors: Optional – preferred
- c. Tilt Wheel: preferred

d. Heated Mirrors: preferred

3.1.3 The used truck shall pass an initial inspection by the Boone County Roads and Bridges Department, including a mechanical safety inspection, and shall otherwise be considered reliable, mechanically sound and road worthy.

3.2 Other General Contract Requirements:

3.2.1 Contract Terms and Conditions: The contractor shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.2.2 Contract Period: The initial contract period shall run **Date of Award (as determined by signature of the Boone County Commission) through Thirty (30) Days.**

3.2.3 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

3.2.4 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.2.5 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.

3.2.6 Delivery Terms: All vehicles shall be delivered with Bill of Sale and Title of Ownership. Vehicles shall be properly serviced prior to delivery, including grease and oil to the proper, manufacturer recommended levels.

3.2.7 Delivery Address Terms: Delivery shall be FOB Destination to the Boone County Roads and Bridges Department, 5551 S. Tom Bass Road, Columbia, MO 65201.

3.2.8 Invoice Address and Terms: The contractor shall invoice contracted pricing to the Boone County Clerk's Department, 801 E. Walnut Street, Room 236, Columbia, Missouri, 65201-7731. All pricing shall be quoted FOB Destination. Delivery costs will be paid separately at the price quoted on the Vendor Response and Pricing Pages. No other pricing shall be paid to the contractor.

- 3.2.9 Title Address: Boone County Roads and Bridges Department and mailed to the attention of Melinda Bobbitt at 613 E. Ash Street, Room 110, Columbia, MO 65201
- 3.2.10 Owner's Manual: The contractor shall provide an owner's manual for the vehicle, and other product literature for other equipment required pursuant to specifications contained herein.
- 3.2.11 Warranty: The contractor shall provide a 90-day warranty on the vehicle including all features specified herein. The warranty shall commence upon the County's acceptance of the vehicle.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. **The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on November 21, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

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

a. The vendor should fully describe the vehicle available on the lot that meets minimum requirements stated in the RFP by completing the **Vendor Response and Pricing Pages**.

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

c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired vehicle features.

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information relevant to the County's evaluation, and that the County is under no obligation to solicit such information if it is not included with the proposal.

The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

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

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) must use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, including delivery cost, and an assessment of how closely the vehicle meets the County's technical specifications, the outcome of the inspection including a mechanical safety inspection, and other criteria such as truck age, truck condition, warranty terms, delivery terms, and other product features.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the **Vendor Response and Pricing Pages**, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

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

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

- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.4 Evaluation of the Vendor's Proposed Vehicle and Inspection: Proposals will be evaluated using objective and subjective criteria. An objective evaluation of cost shall be conducted in conjunction with a subjective evaluation of the offeror's on-the-lot vehicle offered to the County. Any vehicle bid must meet minimum specifications stated herein. A vehicle that meets or exceeds requirements will be subjectively evaluated based on the vehicle's consistency/match with the County's requirements including preferred features, warranty terms, and delivery terms. In addition, the County reserves the right to request a mechanical inspection of the vehicle if deemed necessary. Said inspection costs shall be the responsibility of the County. Therefore, the offeror should demonstrate by completing the Vendor Response and Pricing Pages herein and include product literature including warranty terms, and pictures that fully describe the vehicle offered.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.

4.5.7 Rejection / Withdrawal of Proposals Response:

- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

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



5. VENDOR RESPONSE AND PRICING PAGES

The offeror should submit three (3) complete copies of the offeror's proposal response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal opening due date and time. In addition, the offeror shall complete the following as indicated below and submit said completed form with each copy of the proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. 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 company in a contract with the County.)

5.1. Company Name:

5.2. Address:

5.3. City/Zip:

5.4. Phone Number:

5.5. Contact Name and E-Mail Address to receive documents for electronic signature:

5.6. Fax Number:

5.7. Federal Tax ID or Social Security Number:

5.7.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed, *unless pricing has been specifically quoted for vehicle delivery and preparation below*. Further, the undersigned has read and understood all

requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

5.8. Authorized Representative (Sign By Hand):

5.9. Type or Print Signed Name:

5.10. Today’s Date: _____

5.11. **Cooperative Procurement:** Will the offeror honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes

_____ No

The offeror shall quote a total firm, fixed price per each vehicle equipped as specified in the referenced paragraphs for the specific line item. All pricing shall be FOB Destination. The offeror has the option of bidding one, some or all configurations.

5.12. FIRM FIXED PRICING Qty Total Per Each Price

5.12.1.	<p>Acquisition Price: Total price for the Used Box Truck</p> <p>Identify Model Year:</p> <hr/> <p>Identify Model:</p> <hr/> <p>Provide VIN of vehicle bid:</p> <hr/>	1	<p>\$</p> <hr/>
5.12.2.	<p>Delivery Cost to the Boone County Roads and Bridges Department in Columbia, Missouri - Firm, Fixed Total Price</p> <p>NOTE: The County may opt to pick-up the vehicle at the dealer's lot instead of requiring delivery.</p>	1	<p>\$</p> <hr/>

5.13. **Warranty Terms:** A 90-day warranty is required. The offeror can opt to provide longer coverage. The offeror should describe the warranty terms below (e.g., duration and coverage) in the provided space:

5.14. **Other Product Information:** The offeror should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the offeror considers relevant such as product performance or recall information should be included.

5.14.2 Include window sticker or build-sheet (if available for used vehicle) for the vehicle with the bid.

5.15 **Delivery:** Provide the number of calendar days after receipt of order before vehicle is delivered to the County:

Delivery in Calendar Days After Receipt of Order (ARO): _____

NOTE: The County may opt to pick-up the vehicle at the dealer's lot instead of requiring delivery.

5.15.1 Location of Dealer Lot:

5.16 **Dealer Lot:** Identify where the vehicle is located and may be viewed and test-driven – also identify any other stipulations that may apply for test-driving and inspecting the vehicle:

5.17 Vehicle and Service History: Provide vehicle history, its use history, including service history:

5.17.1 Address below when was the last time the vehicle was mechanically inspected and what was the result of the inspection:

Address each of the following details below:

GVWR:

Suspension:

Fuel Type:

Transmission:

Cab Type:

Body Type:

Cargo Box Length:

Cargo Box Width:

Lift Gate:

Fuel Tank location and size:

Truck Type:

Tire size:

Axles:

Mileage:

Cab Features:

Brakes:

Steering:

Back-up Alarm:

Windshield/Wipers:

Preferred options:

Tilt Wheel:

Cruise Control:

Power Windows/Mirrors:

Heated Mirrors:

Color Exterior:

Color Interior:

(The vendor should complete and return with the proposal)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

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

Liz Palazzolo, Senior Buyer
(573) 886-4392 Fax: (573) 886-4390
E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does 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, e-mail or fax.

Bid: RFP #63-21NOV19 – Class 4 or Medium Duty Used Box Truck

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

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.

Revised 1/17/2018

End of Document