



Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

REQUEST FOR BID (RFB)

Robert Wilson, Buyer
(573) 886-4393
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Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **67-19NOV19**
Commodity Title: Plumbing Services- Term and Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: **Tuesday, November 19, 2019**
Time: 2:00 PM CT (*Bids received after this time will not be considered*)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: **Tuesday, November 19, 2019**
Time: 2:00 PM, Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, 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
Attachments: Statement of Bidder's Qualifications
Prior Experience
Instructions for Compliance with House Bill 1549,
Work Authorization, Certification of Individual Bidder/Affidavit
Debarment Certification
Affidavit for Compliance with Prevailing Wage (returned at end
of projects)
Affidavit of Compliance with OSHA Training (returned at end
of projects)
Standard Terms and Conditions
"No Bid" Response Form
State Prevailing Wage Order No. 26

1.0 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 the Primary Specifications.
- 1.2. **DEFINITIONS**
 - 1.2.1. *County* – This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - 1.2.2. *Purchasing* – The Purchasing Department, including its Purchasing Director and staff.
 - 1.2.3. *Department/s or Office/s* – The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - 1.2.4. *Designee* – The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.3. **BIDDER / CONTRACTOR / SUPPLIER** – These terms refer generally to businesses having some sort of relations to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - 1.3.1. *Bidder* – Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - 1.3.2. *Contractor* – The Awarded Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - 1.3.3. *Supplier* – All business/entities which may provide the subject goods and/or services.
- 1.4. **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.
- 1.5. **RESPONSE** – The written, sealed response submitted by bidder according to the Bid instructions.
- 1.6. **BID CLARIFICATION** – Questions regarding this Bid should be directed in writing, preferably by fax, 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 Addenda are binding, but any oral communications between County and Bidder are not.
- 1.7. **DEADLINE FOR QUESTIONS** - Questions concerning these specifications should be submitted to County no later than end of business on Friday, November 15, 2018.
- 1.8. **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.

Bidders shall visit the site of work and become familiar with the condition under which work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. Successful Bidder(s) must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

- 1.9. **BID ADDENDUM** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.10. **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. *County reserves the right to award to more than one service provider.* Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary provider. The primary provider shall furnish the County’s requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County’s decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County’s time requirements. The County’s decision to utilize secondary and tertiary sources shall be final and conclusive.
- 1.11. **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.
- 1.12. **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.
- 1.13. **PRECEDENCE** – In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder’s Response.
- 1.14. **CONTRACT PERIOD**- The initial contract period will be effective from December 1, 2019 and extend through November 30, 2020, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor’s quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.

- 1.15. **TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.16. **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 final contract period’s expiration if it is deemed to be in the best interest of Boone County.
- 1.17. **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, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 1.18. **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.

2.0 Primary Specifications

- 2.1. **PURPOSE / INTENT** – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **Plumbing Services**, “as needed” for various commercial properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance and Road & Bridge for “as needed” maintenance and/or repairs. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period. *The County reserves the right to bid any one job with an estimated cost of \$6,000.00 or more.*
- 2.2. **ESTIMATED USAGE** – Based on past usage, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.
- 2.3. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-**
 - 2.3.1. Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.
 - 2.3.2. Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.
 - 2.3.3. Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
 - 2.3.4. Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.3.5. Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County department’s representative shall be consulted.

- 2.3.6. Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A “punch-list” will be prepared during the inspection and a copy will be provided to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.
- 2.3.7. 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.
- 2.3.8. Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.3.9. Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.3.10. Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.3.11. Included Equipment: Hourly rate shall include tradesman tools, small hand tools such as drills, saws, vises, pipe wrenches, screw drivers, small sewer snakes, ladders, electric cords, and truck with these tools on it.
- 2.3.12. Additional Equipment - Contractor should submit to Boone County along with their bid response a schedule of equipment owned that may be required for service not contemplated in the Contractor’s quoted labor rate. Contractor shall include rates (billable hourly rate) for their use. Under direction of an authorized County representative, Contractor shall perform said service and account for equipment from said schedule.
- 2.3.13. Labor/Mobilization- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as ‘specialty’ on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor’s job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 2.3.14. FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

- 2.3.15. Repairs – “As needed” basis. 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. 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. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If there is down time during the repair for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Unit prices quoted shall not exceed contract prices.
- 2.3.16. Response Time – Contractor shall respond within a one-hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.
- 2.3.17. Sub-Contractors- No subcontractors shall be used without prior written approval of the County’s designated representative.
- 2.3.18. Working with County’s Personnel- The Contractor must agree to work alongside the County’s maintenance staff.

2.4. **SERVICE LOCATIONS INCLUDE, BUT NOT LIMITED TO-**

Boone County Government Center, 801 E. Walnut St.
 Sheriff Department, 2121 County Drive
 Sheriff Department Annex, 2111 County Drive
 County Courthouse, 705 E. Walnut St.
 Boone County Annex, 613 East Ash Street
 Johnson Building, 601 East Walnut Street
 Alternative Sentencing, 607 East Ash Street
 Boone County Road & Bridge, 5551 Tom Bass Road
 Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive
 Boone County Joint Communications, 2145 E. County Drive
 Emergency Management, 2145 E. County Drive

- 2.5. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE-** 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.
- 2.6. *Inspection of Facilities: Prior to submitting a bid, inspections of County facilities should be arranged by contacting the following facility authorities:*

Doug Coley - Director of Facilities Maintenance, 573-886-4401 or dcoley@boonecountymo.org
 Greg Edington - Director of Road & Bridge, 573-449-8515, Ext 226 or gedington@boonecountymo.org
 Gary German, Captain-Sheriff Department, 573-875-1111, Ext 6201 or ggerman@boonecountymo.org

- 2.7. For Sheriff Department, the following is a partial list of some of the equipment which may need repair or replacement as part of this contract:

- 85-gallon gas fired water heaters
- Boiler and chiller circulating pumps
- 120-volt solenoid valves
- 3-way valves
- Hot water mixing valves
- Balancing valves
- Metering valves
- Gate valves
- Ball valves
- Butterfly valves

- 2.8. Bidder shall have the experience and knowledge of plumbing repairs and installations for government entities, including high security facilities i.e., detention centers. Award of this contract will be to vendor(s) who provide evidence that they have past experience in performing plumbing maintenance, repairs, and if needed, equipment replacement for commercial properties. Bidder must provide evidence that they have been licensed as a plumbing contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidder shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** 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 this contract 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 and its employees are licensed to perform the activities or work included in the bid documents.
- 2.9. 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 of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:
- 2.9.1. All pertinent requirements of the local codes and utility companies.
 - 2.9.2. National Electric Code, latest edition.
 - 2.9.3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.10. The Contractor shall be responsible for obtaining any and all required permits. The County will be responsible for the cost of any and all permits.
Contact for bid questions- Robert Wilson, Buyer, Boone County Purchasing Department, 613 E. Ash, Room 113, Columbia, Mo 65201. Telephone: 573-886-4393 Facsimile: 573-886-4390; email: rwilson@boonecountymmo.org

- 2.11. **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.
- 2.12. **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.
- 2.13. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.14. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.15. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.16. **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.

- 2.17. **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.
- 2.18. **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.

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.

- 2.18.1. 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 will 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

- 2.19. **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.

- 2.20. **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. 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.** 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.
- 2.21. **PREVAILING WAGE:** With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day to day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 26** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email rwilson@boonecountymo.org, or call the Purchasing offices at 573-886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*
- 2.21.1. 2018 Changes to Prevailing Wage Law - If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
- 2.21.2. If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.21.3. 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.
- 2.21.4. Wage Rates- "Major repair" work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

- 2.21.5. Records- The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.
- 2.21.6. Notices- Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.21.7. Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by an Subcontractor under them.
- 2.21.8. Affidavit of Compliance- After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.21.9. Wage Determination- The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.
- 2.22. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.23. **LIEN WAIVERS**- Prior to the release of a project's final payment amount, contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract.

- 2.24. **BILLING AND PAYMENTS-** Monthly statements containing invoices for the month for which work was performed shall be submitted to the appropriate using department. Payment of monthly statements shall be made within 30 days of receipt of a correct statement. County's contract number must appear on all invoices and statements. All contracted work done for the County on a "time and material" basis must include the following information on the invoices:
- 2.24.1. Name of the County location where work was performed and date(s) work was performed.
 - 2.24.2. If materials are used, and if total material cost is greater than \$500.00, provide itemized materials list and Contractor's cost for those items, indicating the contract markup % and net cost to County.
 - 2.24.3. Itemized list and contractor's cost of rental equipment used, if any. (Include contract markup % and cost to County)
 - 2.24.4. Labor cost per hour with name(s) of crew member(s) on the job.
 - 2.24.5. Total hours on project and total cost of labor.
 - 2.24.6. 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.
 - 2.24.7. Billing address shall be one of the following depending on the location where work is performed:

Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201
Boone County Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201

3.0 *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 any 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.
- 3.3. **ADVICE OF AWARD-** If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com.
- 3.4. **BID OPENING-** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 3.5. **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 reason 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.
- 3.6. **RESPONSE CLARIFICATION-** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. **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.
- 3.8. **EVALUATION PROCESS-** The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.9. **METHOD OF EVALUATION-** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.10. **ACCEPTABILITY-** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.11. **ENDURANCE OF PRICING-** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.0 RESPONSE FORM

Company Name: _____
 Address: _____
 City/Zip: _____
 Phone Number: _____
 E-Mail: _____
 Fax Number: _____
 Federal Tax I.D. _____
 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

4.1. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

4.2. **“As Needed” Repair and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc. as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m. Rates per hour shall be quoted using one (1) service technician.*

4.3. MATERIAL PRICING

- 4.3.1. Material \$0 - \$999.99 (markup over Contractor cost): _____ % markup
- 4.3.2. Material \$1,000.00 - \$5,999.99 (markup over Contractor cost): _____ % markup
- 4.3.3. Material \$6,000.00 and Up (markup over Contractor cost): _____ % markup
- 4.3.4. Rental Equipment (markup over Contractor cost) per unit: _____ % markup
(Contractor shall submit supplier rental invoices at the time of invoicing, to substantiate rental charges for any equipment.)

4.4. LABOR

Description	Major Repair/Prevailing Wage	Small Repair/Non-Prevailing
4.4.1 Labor (Straight Time)	/hour	/hour
4.4.2 Each additional technician (Straight Time)	/hour	/hour
4.4.3 Labor (Nights/Weekends)	/hour	/hour
4.4.4 Each additional technician (nights/weekends)	/hour	/hour
4.4.5 Labor (Holidays as listed in line 24. of this Response Form)	/hour	/hour
4.4.6 Each additional technician (Holidays)	/hour	/hour
4.4.7 Emergency service outside normal business hours, to include all workers and repairs	/hour	/hour

4.5. ADDITIONAL EQUIPMENT (2.3.12)

Contractor should submit to Boone County along with their bid response a schedule of equipment owned that may be required for service not contemplated in the Contractor’s quoted labor rate. Contractor shall include rates (billable hourly rate) for their use. Under direction of an authorized County representative, Contractor shall perform said service and account for equipment from said schedule.

Please attach schedule of equipment.

4.6. Mobilization/demobilization Charge (if not included in the hourly rate): Per Job:

\$ _____/Job

4.7. Emergency Twenty-Four Hour Service Contact:

Name: _____ Telephone Number(s): _____
 Service Contact’s job title within your company: _____

4.8. Holidays: List the holidays observed by your company: _____

4.9. Provide with your bid response, evidence of current licensure as Plumbing Contractor in the state of Missouri in the last three years as well as being currently engaged in business of such work. Label these documents as Attachment 4.9A with your bid.

- 4.10. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in Items 4.3.1 through 4.3.4 will remain fixed for duration of this contract)

Items 4.4.1 through 4.4.7, Maintenance-Non Prevailing Wage:

- 1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

(Any requested rate adjustments on Items 4.4.1 through 4.4.7, *Major Repair/Prevailing Wage*, will be evaluated by the County at each renewal)

- 4.11. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____
- 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 all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder, for the work included in the specifications and plans and the Contract Documents, shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List of contracts *with contact information*, completed within the last three years, for performing similar services on equipment in commercial properties as described in this bid, including value of each: *See Exhibit A next page.*
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance in plumbing maintenance and major repairs on equipment serving commercial properties.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

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/?vgnnextoid=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*.

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 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 Bid)

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

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



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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, Room 113

Columbia, MO 65201

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 email, mail, or fax.

Bid: 67-19NOV19 – Plumbing Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

