



## *Request for Bid (RFB)*

**Boone  
County  
Purchasing**

613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

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### **Bid Data**

Bid Number: **27-16JUL20**

Commodity Title: **Speer Gold Dot 124+P Bonded 9mm Ammunition**  
**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING**  
**DEPARTMENT**

### **Bid Submission Address and Deadline**

Day / Date: **Thursday, July 16, 2020**

Time: **2:00 P.M.**

**Vendors Note:** Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

: The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer  
[lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

### **Bid Opening**

Day / Date: **Thursday, July 16, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above  
**Bid Tabulation – available on-line**  
<https://www.showmeboone.com/purchasing/bids/>

### **Bid Contents**

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder’s Instructions and Evaluation**
- 4.0: **Vendor’s Response and Pricing Pages**
- 5.0:
  - **Certification Regarding Debarment**
  - **Certification Regarding Lobbying**
  - **Work Authorization Certification**
  - **Standard Terms and Conditions**
  - **“No Bid” Response Form**

**1. Introduction and General Conditions of Bidding**

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1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by **e-mailed bid response** by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of Speer Gold Dot 124+P Bonded 9mm Ammunition for use with Glock 17 Gen 5 and Glock 19 Gen 5 pistols for the Boone County Sheriff’s Department as further specified in greater detail in Section 2.

1.1.2. **Brand Specific Requirement:** The County requires only the Speer Gold Dot 124+P bonded 9mm ammunition be bid. Other brands will be deemed unacceptable. The Sheriff’s Department in coordination with the Boone County Firearms Committee has conducted prior testing and has determined the named ammunition be purchased.

1.1.3. **Trade-In:** The Boone County Sheriff’s Department has the following unopened boxed ammunition and magazines for trade. Any trade-in pricing submitted shall be subtracted from the quoted acquisition price to determine the actual pay-out price the Sheriff’s Department will pay for the new ammunition.

Quantity/Rounds	Description
116,000	Federal Hydra-Shock
51,000	Winchester FMJ
15,000	BVAC FMJ
11,500	Remington Golden Saber
390	Glock 22 15-Round Magazines (used)

**1.2. DEFINITIONS:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor*- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

*Supplier/Vendor* - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

**BID/CLARIFICATION CONTACT:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1.

The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

## 2. **SCOPE OF WORK**

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2.1. **General Requirements:** The contractor shall provide new Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) ammunition as ordered by the County. Reloaded or remanufactured, etc. ammunition shall be deemed unacceptable and rejected.

2.2. **Replacement of Damaged Product:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.3. **Minimum Order Quantity:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.

2.4. **Return of Goods:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5. **Warranty:** The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any ammunition that fails to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the ammunition by the County.

2.6. **Delivery:** The contractor shall deliver new ammunition within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on

the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

- 2.6.1 Shipment of Traded Ammunition: The County shall be responsible for boxing and shipping traded ammunition to the contractor at the County's expense.
- 2.7. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.7.1. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.7.2. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.7.3. Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period.
- 2.7.4. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.8. Trade-In Credit: If a trade-in credit is awarded, then the amount of credit shall be deducted from the acquisition price for the ammunition. The County shall pay the resulting reduced amount.
- 2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.10. Contract Period: The contract period shall be from **Date of Award through Six (6) Months**. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.11. Contract Extension: The contractor shall agree that the County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six

(6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

- 2.12. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.
- 2.13. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to the purchase and sale of ammunition.

3. **BIDDER'S INSTRUCTIONS AND EVALUATION**

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- 3.1 **Response Content:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
  
- 3.2 **Submittal of Responses:** Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. Submittal: Submit the completed bid to the e-mail address indicated on page 1.
  - 3.2.2. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>.
  
- 3.3. **Bid Opening:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
  
- 3.4. **Removal From Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.
  
- 3.5. **Response Clarification:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
  - 3.5.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
  
- 3.6. **Evaluation Process:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.7. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price. Any trade-in pricing shall be applied to the overall total. The resulting total price will be used to compare bids. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.8. Validity of Bid and Pricing: The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. Sovereign Immunity: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.11. Description of Products Being Bid to County: The vendor is advised to submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor.
- 3.11.1. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.



**4. Vendor's Response and Pricing Pages**

*The bidder shall complete the following as indicated below and submit said completed form with the bid response.*

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder 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/bidder's company in a contract with the County.)

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: \_\_\_\_\_

4.7. Federal Tax ID or Social Security #: \_\_\_\_\_

4.8. 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. 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.

4.8.1. Authorized Representative (Sign By Hand):  
\_\_\_\_\_

4.8.2. Type or Print Signed Name:  
\_\_\_\_\_

4.8.3. Today’s Date: \_\_\_\_\_

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

**NOTE:** The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**4.10. PRICING:**

The bidder must bid all items by indicating a price or indicating “No Charge.” All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). Only the Speer Gold Dot ammunition will be accepted.

<b>Pricing Line Item</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Firm, Fixed Price Per Each Round for the Initial/First Contract Period</b>
4.10.1.	Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) Box of 50 Price per each round	1,300 Boxes of 50 Rounds (Total 65,000 rounds)	\$

**4.10.2. TRADE-IN DEDUCTION/CREDIT:**

The County has the following .40 Smith and Wesson factory boxed ammunition for trade. The vendor has the option of offering a trade-in for one, some or all of the following. The trade shall include the complete identified quantity and it shall be firm and fixed:

	<b>Total Quantity (QTY) or Lot</b>	<b>Description</b>	<b>Per Each Case Trade-In Deduction/Credit</b>	<b>TOTAL Deduction/Credit = (Per Each X's QTY)</b>
4.10.2.1	116,000 Rounds	FEDP40HS1G .40 180gr Hydra-Shok HP	\$ _____	\$ _____
4.10.2.2	51,000 Rounds	Winchester .40 180gr FMJ – 50 rounds per box	\$ _____	\$ _____
4.10.2.3	18,000 Rounds	BVAC FMJ.40 180gr JHP	\$ _____	\$ _____
4.10.2.4	11,500 Rounds	Remington Golden Saber JHP .40 180gr	\$ _____	\$ _____
4.10.2.5	390	Glock 22 15-Round Magazines (used)	\$ _____	\$ _____

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: \_\_\_\_\_

Warranty on Labor: \_\_\_\_\_

4.13. **Contact Information:** Provide the name and contact information of the Single Point of Contact at the vendor's business that will serve as the County's primary contact for all transactions under the contract:

Contact Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone#/E-Mail Address:

\_\_\_\_\_

Hours of Access:

\_\_\_\_\_

*End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue*

*(Please complete and return with the bid response)*

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

*(Please complete and return with the bid response)*

**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

## Boone County Purchasing



Liz Palazzolo, Senior Buyer  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### 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:

<https://www.e-verify.gov/>

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, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.





**AFFIDAVIT**

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

*(see previous page)*

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:



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

## ***Standard Terms and Conditions***

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 - Fax (573) 886-4390

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### **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



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

***“No Bid” Response Form***

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

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**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

**Bid: 27-16JUL20 – Speer Gold Dot 124+P Bonded 9mm Ammunition**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

\_\_\_\_\_

\_\_\_\_\_