



BOONE COUNTY PURCHASING  
613 East Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID

Robert Wilson  
Buyer

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[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

### BID DATA

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#### INFORMATION

Bid Number: **31-29JUL20**

Bid Title: **Electrical Services – Term and Supply**

#### SUBMISSION INFORMATION

Due Date and Time: **Wednesday, July 29, 2020 at 2:00 p.m. Central Time**

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

#### OPENING INFORMATION

Date and Time: Wednesday, July 29, 2020 at 2:00 p.m. Central Time

Location: Boone County Purchasing Department  
Boone County Annex Building  
613 East Ash Street, Room 109  
Columbia, MO 65201

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## 1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

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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 following Sections of this Request for Bid.

### 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

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

1.2.2.1. 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.

1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.

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

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

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

[www.showmeboone.com](http://www.showmeboone.com) *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **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.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
  - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
    - 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.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **August 1, 2020 through July 31, 2021** and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **CONTRACT RENEWAL** – **The contract may be renewed by the County for up to an additional four (4) one-year periods** unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department 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.
- 1.10. 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.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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. 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 quantities or total prices.

## 2. CONTRACT CONDITIONS AND REQUIREMENTS

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### 2.1. INSURANCE

- 2.1.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.1.2. **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.

- 2.1.3. **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 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.1.4. 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.**
- 2.1.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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.
- 2.1.6. **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.
- 2.1.7. **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.

- 2.2. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.\
- 2.3. 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.
- 2.4. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

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

- 2.5. **CRIMINAL BACKGROUND CHECK** - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project.
- 2.6. **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.

2.7. OSHA PROGRAM REQUIREMENTS – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

2.7.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

2.7.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2.8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.8.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.9. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service 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-today, 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 27** 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 109, Columbia, MO 65201; or email [rwilson@boonecountymo.org](mailto: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.*

- 2.9.1. 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.
- 2.9.2. 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.
- 2.9.3. 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.
- 2.9.4. It is not anticipated that any repair performed under this contract will reach the \$75,000 threshold and the County reserves the right to bid out any one project with an estimated cost of \$6,000 or greater.
- 2.9.5. 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.
- 2.9.6. 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.

2.9.7. 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.

2.9.8. 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 a Subcontractor under them.

2.9.9. 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.

2.9.10. 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.

2.10. 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.

2.11. 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 (5) 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.

2.12. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.12.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:

- a. County’s Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor’s cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project
- h. Total costs of labor

*Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.*

2.12.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

### 3. PRIMARY SPECIFICATIONS

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3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.

3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 34-24JUN15, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.

3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this

contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
- 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor 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 services outside of normal business hours to include all workmen and repairs.
- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The 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 this project. 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 assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. 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.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's 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 Department Supervisor shall be consulted.

- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
  - b. National Electric Code, latest edition.
  - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor's final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. 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 period shall be replaced 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.
- 3.4.12. Materials - All materials provided by 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.

- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. 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.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/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.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

### 3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

### 3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4393.
- 3.6.1.1. Service location include, but are not limited to:  
Boone County Government Center, 801 East Walnut Street, Columbia  
Boone County Sheriff's Department, 2121 County Drive, Columbia  
Sheriff's Department Annex, 2111 County Drive, Columbia  
Emergency Communication Center, 2145 County Drive, Columbia

Emergency Management, 609 E. Walnut Street, Columbia  
Boone County Courthouse, 705 East Walnut Street, Columbia  
Boone County Road & Bridge, 5551 Tom Bass Road, Columbia  
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia  
Boone County Annex, 613 East Ash Street, Columbia  
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia  
Johnson Building, 601 East Walnut Street, Columbia

- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org).
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

#### 4. RESPONSE PRESENTATION AND REVIEW

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- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on

the outside with your company name and return address, **the proposal number** and the due date and time.

- 4.3. **ADVICE OF AWARD** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com).
- 4.4. **BID OPENING** - On the date and time and at the location specified on the title page under “Bid Opening”, all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. **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 reasons for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. **REJECTION OR CORRECTION OF RESPONSES** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 4.8. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.9. **METHOD OF EVALUATION** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. **ACCEPTABILITY** - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. **ENDURANCE OF PRICING** - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

RESPONSE FORM

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

**Company Information**

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Corporation

Partnership Name: \_\_\_\_\_

Individual/Proprietorship Name: \_\_\_\_\_

Other: \_\_\_\_\_

**Services:** Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

**Item Description**

**Unit Price**

Material \$0.00 - \$999.00 (markup over Contractor cost) \_\_\_\_\_ % markup

Material \$1,000.00 - \$5,999.00 (markup over Contractor cost) \_\_\_\_\_ % markup

Material \$6,000.00 and up (markup over Contractor cost) \_\_\_\_\_ % markup

Rental Equipment (markup over Contractor cost) per unit \_\_\_\_\_ % markup



**Repair Services / Non-Prevailing Wage**

**Unit Price**

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

**Major Repair Services / Prevailing Wage**

**Unit Price**

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

**Emergency Twenty-Four Hour Service Contact**

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

Job Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Holidays**

List the holidays observed by your company: \_\_\_\_\_

\_\_\_\_\_

**Renewals**

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: \_\_\_\_\_ %

Second Renewal Term: \_\_\_\_\_ %

Third Renewal Term: \_\_\_\_\_ %

**Cooperatives**

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.)       Yes       No

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

Authorized Representative (Print Name): \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT A**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**(File with Bid Form)**

**1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.**

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**2. Previous Work: (Complete the following schedule)**

<b>Item</b>	<b>Purchaser</b>	<b>Amount of Contract</b>	<b>Percent Completed</b>
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**3. General type of work performed:**

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**4. There has been no default in any contract completed or un-completed except as noted below:**

**(a) Number of contracts on which default was made: \_\_\_\_\_**

**(b) Description of defaulted contracts and reason therefore:**

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**5. List references:**

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**Dated at \_\_\_\_\_**

**this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.**

\_\_\_\_\_  
**Name of Organization(s)**

By \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title of Person Signing)**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

## INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:



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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date

**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, 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.



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

*“No Bid” Response Form*

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

**NO BID RESPONSE FORM**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, email, or fax.

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

**Bid: 31-29JUL20 – Electrical Services - Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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