



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

REQUEST FOR BID

Robert Wilson, Buyer
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BID DATA

Bid Number: 38-26OCT20

Commodity Title: HVAC Units and Parts - Term & Supply

BID SUBMISSION

Submission Deadline: Monday, October 26, 2020 at 2:00 p.m. *(Bids received after this time will be returned unopened)*

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 *(Located in the Boone County Annex at the corner of 7th and Ash Streets)*

BID OPENING

Opening: Monday, October 26, 2020 at 2:00 p.m.

Boone County Annex
Purchasing Department
613 East Ash Street, Conference Room Columbia,
MO 65201

Electronic Submission:

The Boone County Purchasing Department is moving to an on-line bidding service. Boone County solicitations including Requests for Proposals will be issued on this new website. The County's bid solicitations are available to view without registration, but registration is required in order to submit a bid electronically. In order to submit an electronic bid, your business needs to first register at this website: bocomobids.ionwave.net

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1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses that offer to provide the goods and/or services identified on the title page of the document and described in greater detail in Section 2, Primary Specifications.

1.2. Definitions -

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

1.2.1.1. 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 by Bidder 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 questions 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 website at: bocomobids.ionwave.net (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 Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. Award - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by discount alone. The County will be seeking the least costly outcome that meets the County's 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. The County also reserves the right to not award any item or group of items if the parts/services can be obtained from a cooperative contract under more favorable terms.

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. Compliance with Standard Terms and Conditions - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. PRIMARY SPECIFICATIONS

2.1. Items to be Provided – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **HVAC Units and Parts** on an *as needed* basis as detailed in the following specifications.

2.2. Estimated Quantity – The County expects to replace four (4) to six (6) HVAC units each year as old units are rotated out and replaced with new units. The County is also requesting that bidders include pricing for HVAC parts in their Bid Response. It is estimated that approximately \$30,000.00 will be expended on HVAC units and parts each contract term.

2.2.1. It is anticipated that the County will award a multi-vendor contract and cannot guarantee a minimum quantity. The expenditures specified herein are estimates only based on past needs and future requirements, and as such, do not constitute a guarantee on the part of the County.

2.3. Contract Period – Any Term and Supply Contract resulting from this Bid shall have an initial twelve (12) month term beginning the date of the Commission Order and may be automatically renewed for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to a renewal term.

2.3.1. The percentages off identified on the Response Form shall remain fixed for the identified original contract period and all renewal periods.

2.3.2. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.3.3. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.

2.4. 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 forms provided by the County. 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.

2.5. General -

2.5.1. Designee: Boone County Facilities Maintenance, Doug Coley, Director, 613 East Ash Street, Room 107, Columbia, Missouri 65201

2.5.2. Response time for Delivery: The Contractor shall stock a sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.

2.5.2.1. Urgent Delivery: Some repairs are urgent and parts are needed immediately. The Contractor should be in a position to provide the needed parts on a twenty-four (24) hour basis for such urgent situations.

2.6. Pricing – All prices shall be discounted as indicated on the Response Form.

2.6.1. All discounts quoted shall be for new merchandise, free from defects. No rebuilt parts will be accepted.

2.6.2. Original Equipment Manufacturer (OEM) parts shall not be used without prior approval from the County.

2.6.3. The County will obtain a written quote from the Contractor for all HVAC units prior to purchase. The written quote shall show the Contractor’s list price for the unit, the discount stated on the Response Form, and shall remain fixed for a thirty (30) day period commencing the date of the written quote.

2.6.4. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packaging, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6.5. The County shall not be subject to any minimum order quantities or total prices.

2.6.6. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.

2.7. Discounts –

2.7.1. Percentage discounts offered shall remain firm for the duration of the contract and shall apply to all units and parts sold to the County. Other items not specifically indicated, for which bidder may be a distributor, shall be supplied less the percentage discount noted on the Response Form in Section 4.8.

2.7.2. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any

time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to anyone else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.

2.7.3. Discounted prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added.

2.7.4. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.

2.7.5. The County reserves the right to audit the Contractor's records. Contractor's records shall be open to inspection and subject to audit and/or reproduction by the County to the extent necessary to adequately permit evaluation and verification of any invoices. Such records subject to examination shall include all records necessary to evaluate and verify the percentage discount from the list price.

2.8. Returns – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.

2.9. Warranty – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.

3. RESPONSE PRESENTATION AND REVIEW

3.1. Response Content - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. 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 Form. Every question should be answered and if not applicable, the section should contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested should be included with the response.

3.2. Submittal of Responses - Responses must be received by the date and time noted on the title page under "Bid Submission and Deadline." No exceptions. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

3.2.1. Submittal Package: Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, Bid due date and time, and the Bid number.

3.2.2. Advice of Award: When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website at bocomobids.ionwave.net.

3.3. Bid Opening - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

3.3.1. Removal from Vendor Database: If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database.

Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.4. Response Clarification - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

3.4.1. Rejection or Correction of Responses: We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

3.5. Evaluation Process - Our sole purpose in the evaluation process is to determine, from among the Responses received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

3.5.1. Method of Evaluation: We will evaluate submitted responses in relation to all aspects of this Bid.

3.5.2. Acceptability: We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified.

3.5.3. Endurance: Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

4. RESPONSE FORM

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/State/Zip: _____

4.4. Phone Number: _____

4.5. Facsimile Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation: _____

Partnership: _____

Individual/Proprietorship: _____

Other (Specify): _____

4.8. Pricing – State below the percentage Bidder shall discount the list price from the products listed below. In the second column enter the number of years warranty is available, and in the last column enter “yes” or “no” to state whether or not these products shall be available within twenty-four (24) hours notice.

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Trane	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			

	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	
Carrier	Rooftop Unit				
	Condensing Unit				
	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
		Igniters			
		Curb Adaptors			
		Minimum guaranteed % off repair/replacement parts			
		Units Available Locally (within a 30 mile radius)?			
		Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated				

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours	
Bryant	Rooftop Unit				
	Condensing Unit				
	Coil				
	Thermostat				
	Motors:				
		Blower Fan			
		Condenser Fan			
		Inducer Fan			
		Igniters			
		Curb Adaptors			

	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
York	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Goodman	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			

	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
Lennox	Rooftop Unit			
	Condensing Unit			
	Coil			
	Thermostat			
	Motors:			
	Blower Fan			
	Condenser Fan			
	Inducer Fan			
	Igniters			
	Curb Adaptors			
	Minimum guaranteed % off repair/replacement parts			
	Units Available Locally (within a 30 mile radius)?			
	Replacement/Repair Parts Available Locally (within a 30 mile radius)?			
	Other Items Not Specifically Indicated			

Manufacturer	Product Description	% Off	Warranty (Years)	Available Within 24 Hours
No Brand Specified	Unit Heaters			

4.8.1. The County has a certified HVAC technician on staff and prefers to install all units purchased. Please check the box by all manufacturers that will allow County staff to install HVAC units without voiding the warranty. A space for additional comments has also been provided.

- | | | |
|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> Trane | <input type="checkbox"/> Bryant | <input type="checkbox"/> Goodman |
| <input type="checkbox"/> Carrier | <input type="checkbox"/> York | <input type="checkbox"/> Lennox |
-
-

4.8.2. Please use this space to state the source, such as the Bidder's website or catalog, that the County may obtain Bidder's list prices. Contractors shall be responsible for keeping the County informed of any price changes.

4.9. 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 a part of this response.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date of Signature: _____

4.10. Will Bidder honor the submitted discounts for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? (This will not affect the award of this bid).

- Yes No

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____
10. Have you ever defaulted on a contract? _____ If so, give _____
11. List of contracts completed within the last three years for work similar in scope to that described in this bid, including value of each. _____
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

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 the County **contracts** 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, 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.

Choose one of the three following options as it applies:

Option

- _____ 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 – *see following page*) 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)

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:

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **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.
21. **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 East Ash Street, Room 109
Columbia, MO 65201

NO BID RESPONSE FORM

Robert Wilson, Buyer
Phone: (573) 886-4393
Facsimile: (573) 886-4390
rwilson@boonecountymo.org

BID INFORMATION

Bid Number: 38-26OCT20

Commodity Title: HVAC Units and Parts - Term & Supply

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

