

FRANKLIN COUNTY TERMS AND CONDITIONS



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BIDDING PROCESS INFORMATION

All Formal Invitations for Bid are handled by the Franklin County Purchasing Department. Technical specifications are the responsibility of the specific requesting department. The Purchasing Department is responsible for the Bid opening at the time and place noted in the request.

A Formal Invitation for Bid is utilized when the total purchase exceeds \$4,500. The Bid Package will contain well-defined standard technical specifications for the capture of the service or product requested. A formal closing date and time is specified. The Bidder must comply with the requirements in order to be considered for award.

As a courtesy, the below "BID RESPONSE TIPS" is offered to assist Bidders. Feel free to use it as a checklist and information source to help create a more accurate response which is more compliant than it might otherwise turn out.

BID RESPONSE TIPS (Suggestions and Requirements)

- ✓ Read ALL Bid documents closely
- ✓ Note any/all special dates or requirements.
- ✓ See Item 3.0 for the process to submit questions.
- ✓ Handwritten responses must be clearly legible – in ink.
- ✓ Illegible responses will be rejected.
- ✓ One Original and Two Copies are required. Please indicate copies versus original.
- ✓ Franklin County Bid forms must be utilized unless otherwise instructed.
- ✓ Deadline dates and times are strictly adhered to.
- ✓ The County cannot, and will not accept late bids.
- ✓ No fax or electronic transmitted Bids will be accepted.
- ✓ When a Bid, or project, includes pre-bid meetings or on site visits, Bidder attendance and compliance with signup sheets, etc., is mandatory.
- ✓ Pay close attention to the terms: MUST, WILL, SHALL, SHOULD OR MAY
- ✓ Include a current/signed W-9 form with your company information. Franklin County Accounts Payable Department must have this form before they can process payment.
- ✓ Include, if applicable, current prevailing wage considerations with your Bid.
- ✓ Remember to complete all requested forms in the IFB.

1.0 BID SUBMISSION:

Submit Bid form in original (one original) and two (two copies) with all specifications pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor, prior to the submission dead line as stated on page 1, must submit all bids. Late Bids will not be accepted and returned to the Vendor unopened. The County reserves the right to request additional written or oral information from Vendors in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the Bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the Bid being rejected.

Bids must be submitted in a sealed envelope identified with the Bid number and dates of closing and opening. List the Bid number on the outside of the box or envelope and note "Response to Request for Bid enclosed" with a return name and address. Make sure your package indicates "BID", with the BID NUMBER – on the final outside surface of your package.

In order to receive awarded results, please submit a direct email address with your bid. (Not simply a website.) Final award results will be emailed to all responding Vendors. Results will also be posted on our website at: www.franklinmo.org. Please do not call for results.

1.1 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order by the County. The issuance of a purchase Order number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms. All Bid awards are subject to annual appropriations.

1.2 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Orders of Franklin County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Commission within forty-five (45) days following the opening of the Bids then all Bids will be deemed Rejected.

1.3 BID PREPARATION:

- A. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
- B. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed.
- C. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
- D. Bidders shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
- E. When specified, samples must be timely submitted and at no expense to the County.
- F. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.
- G. Franklin County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this IFB.

1.4 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.5 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Franklin County Purchasing Department. Bids received late will be rejected and returned unopened to the Bidder.

1.6 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid Deposits/Bonds must be in the exact amount as stipulated in the bid.

1.7 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Commission, shall constitute a Contract with Franklin County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.8 ADDENDA:

Addenda to Bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Franklin County Purchasing Agent at 636-583-6356, or by reviewing the County Web Site. (www.franklinmo.org.) See attached "Guidelines for Written Questions, Answers (ADDENDA), Etc." – Section 3.0

1.9 BID SUBMISSIONS:

All Bids must be submitted in writing and must utilize the supplied Bid Pricing Form unless otherwise stated. It is the responsibility of each Bidder before submitting a Bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to Bid openings.

1.10 BID OPENINGS:

Bids will be publicly opened and read aloud at the time indicated on the Cover Page of the IFB. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.11 BID TABULATIONS:

Bid tabulations will be available at such time following completion of bid tabulations. Bid submissions are posted on the County's web-site address, www.franklinmo.org. NO COPIES of bid tabulations are sent to vendors.

2.0 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.1 TAXES/STATE AND COUNTY LICENSE:

No Bid or proposal shall be awarded by Franklin County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Franklin County. The prospective Bidder is required to complete the notarized affidavit of Paid Property Taxes or a verified affidavit, on company letterhead, stating that the applicant does not own any real or personal property in Franklin County. All Bidders who enter into a contract with Franklin County must be licensed to do business in the State of Missouri and have a Franklin County Merchant License, if applicable. The State of Missouri and Franklin County Merchant License to be provided upon request.

2.2 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County shall have the right to pursue all rights and remedies under Missouri law. The Bidder represents prices specified in the Bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are **ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County.)** Prices shall be firm for **ALL County departments and locations for term of the agreement.**

2.3 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Franklin County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.4 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor's services if the needs of Franklin County warrant.

2.5 DEFINITIONS:

- A. The term "County" means the Franklin County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.6 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify

resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.7 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County as its assigns.

2.8 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. **The County will not be responsible for articles or services furnished without a purchase order. A purchase order number is required before an order is placed.** Price is tax-exempt. Franklin County standard payment terms are Net 30- after receipt of an invoice. We cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted Franklin County will process payment.

2.9 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, a proper adjustment will be made. All change orders must be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.10 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to

delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.11 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Franklin County, Missouri.

2.12 TERMINATION:

A. General: performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interest of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.

B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract for affirm the Contract and hold the Vendor responsible for damages.

C. Default: County may terminate the whole Contract or any part in either of the following circumstances:

C-1. If supplier fails to deliver the items required by the contract within the time specified; or

C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fire, floods, earthquakes, strikes, and acts of

the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in the paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.13 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.14 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished. All contracts which may be renewed beyond one (1) year shall be subject to annual appropriations.

2.15 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any Government authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, requiring all workers performing work under any contract with Franklin County to be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Franklin County.

2.16 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.17 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.18 AWARDING:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Commission.

2.19 INDIVIDUAL, PARTHERSHIPS, CORPORATIONS:

Incorporated in the State of _____.

2.20 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of the 20th Judicial Circuit Court of the State of Missouri – Franklin County, Missouri.

2.21 LANGUAGE:

Bids and all related documents will only be accepted in the English Language.

- 3.0 GUIDELINES FOR QUESTIONS, ANSWERS (ADDENDA), ETC:
- 3.1 All questions must be submitted at least **one week** prior to the Bid deadline. Questions are to be emailed to: purchasing@franklinmo.net or by phone to 636-584-6279. Questions will be answered to the vendor who made the contact during the open Bid questioning timeframe.
- 3.3 Addenda: Aside from routine questions if it becomes necessary to revise any part of an IFB, written addendum will be issued to address that need. Any addendum to an IFB is valid only if in writing and issued by the Franklin County Purchasing Department. Addenda's will be posted to Franklin County website: www.franklinmo.org/purchasing.
- 3.5 Sunshine Laws: Per applicable laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Franklin County Clerk's Office (636-583-6355) requiring a Public Service Request Form (PSR). In accordance with Section 610 RSMo., charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies.

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).