

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
IRIS BIOMETRIC HARDWARE AND SOFTWARE
IDENTITY SOLUTION FOR THE BOONE COUNTY
SHERIFF'S DEPARTMENT**

**RFP #67-15DEC09
Release Date: November 16, 2009**

**Submittal Deadline:
December 15, 2009
not later than 10:30 a.m. CST**

**Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 67-15DEC09 – Iris Biometric Hardware and Software Identity Solution for the Boone County Sheriff's Department

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, December 15, 2009** in the Boone County Purchasing Office, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Wednesday, November 18, 2009
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M.**, Central Time, on Tuesday, December 15, 2009 to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
601 E. Walnut Street, Room 208
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly at 10:30 a.m. on **December 15, 2009**, but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for the furnishing, delivery, installation and training of **Iris Biometric Hardware and Software Identity Solution for the Boone County Sheriff's Department** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page
- 6) Debarment Certificate
- 7) Work Authorization Certification
- 8) No Bid Response Form

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the proposal opening date and preferably no later than 5:00 p.m., Tuesday, December 8, 2009. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Melinda Bobbitt, CPPB
Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

- 2.3. Delivery Date** – The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
- 2.4. Pricing** – Prices must be stated in units of quantity specified on the Response/Pricing Page, and must be firm. Pricing qualified by escalator clauses may not be considered.
- 2.5. Employment of Unauthorized Aliens Prohibited**
Contractor agrees to 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.

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.

- 2.6. Contract Period:** Any Term and Supply Contract resulting from this Request for Proposal will have an initial term through **December 31, 2010**. This contract may be automatically renewed for up to **four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term. Future purchases/needs are unknown at this time.

2.7. Cooperative Procurement:

Boone County and the City of Jefferson are members of the Central Missouri Regional Justice Information System (CMRJIS) consisting of law enforcement agencies in the central Missouri area. The City of Jefferson provides procurement processes for the CMRJIS. Members of the CMRJIS may request an unknown quantity of goods or service under this proposal during the proposal term at the same prices, terms and conditions stated herein.

It is understood and agreed that each participating political subdivision will make its own separate contract with the successful vendor, that each participating political subdivision shall only be liable to the successful vendor for materials or supplies contracted for by such political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful vendor shall be required to bill each participating political subdivision directly for the materials or supplies purchased by it.

2.8. Federal Funds to be Used:

All agreements or contracts will include, and are subject to federal contract conditions (per 28 C.F.R. Part 66.36), statements, assurances and certifications. The following requirements shall be fully considered in preparing responses and performing work under any resulting award.

2.8.1. Subawards to Debarred and Suspended Parties: Boone County will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

2.8.1.1. Complete the attached *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*.

2.8.2. Protest Provisions:

2.8.2.1. Right to Protest. Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Boone County Commission. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

2.8.2.2. Stay of Procurements During Protests. In the event of a timely protest under Subsection (1) of this Section, the purchasing agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Boone County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.

2.8.2.3. Entitlement to Costs. In addition to any other relief, when a protest is sustained, the protesting Offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

2.8.2.4. All protests will be reported to the Federal Grant Agency.

2.8.3. Disadvantaged Business Enterprise Statement: Contractors offering bids on County contracts funded in whole or in part by assistance from a federal agency shall take the following affirmative steps to assure that small, woman owned, and minority businesses are utilized when possible as sources of supplies, services and construction items.

2.8.3.1. Contractors shall submit the name and other information, if any, about their DBE sub-contractors along with their bid information.

2.8.3.2. Sufficient and reasonable efforts will be made to use qualified DBE sub-contractors when possible on County contracts.

2.8.3.3. Qualified small, woman owned, and minority businesses will be included on solicitation lists as sub-contractors for County supplies, services, and construction.

2.8.3.4. Qualified small, woman owned, and minority businesses will be solicited whenever they are potential sources.

2.8.3.5. When economically feasible, contractors will divide total requirements into smaller tasks or quantities so as to permit maximum small, woman owned, and minority business participation.

2.8.3.6. Where the requirements permit, contractors will establish delivery schedules which will encourage participation by small, woman owned and minority businesses.

2.8.3.7. Contractors will use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises and the Community Services Administration.

2.8.4. Conflict of Interest: The submission of a proposal response to this request shall be deemed a certification that to the best of the Offeror's knowledge, no employee of the County of Boone or

member of any Central Missouri Regional Justice Information System committee or its agents, has any direct or indirect financial or other interest in any agreement, contract or bid for equipment, supplies or work to be furnished under this request. Contractor further certifies that such Offeror has not and will not, either directly or indirectly entered into any agreement, or understanding; participated in any collusion; or otherwise taken any action in restraint of free competitive pricing in connection with this request. Contractor further certifies that contractor will not knowingly provide gratuities to County of Boone employees, or member of any Central Missouri Regional Justice Information System committee or its agents, or to their family members. Contractor shall require all subcontractors at all tiers to be bound by this conflict of interest provision.

2.8.5. Access to Records and Reports: The following access to records requirements apply to the resulting contract from this RFP:

2.8.5.1. The Contractor agrees to provide the County, the DOJ Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the resulting contract for the purposes of making audits, examinations, excerpts and transcriptions.

2.8.5.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.8.5.3. The Contractor agrees to maintain all books, records, accounts and reports required under the resulting contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the County, the Grant Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

2.8.6. Federal Changes: Contractor shall at all times comply with all applicable Federal Transient Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the resulting Purchase Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.8.7. Civil Rights:

2.8.7.1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2.8.7.2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order

No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2.8.7.3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2.8.8. Clean Air Act:

2.8.8.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2.8.8.2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

2.8.9. Energy Conservation Requirements:

2.8.9.1. The Contractor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.8.9.2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

2.8.10. No Obligation by the Federal Government:

2.8.10.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent

the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2.8.10.2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.8.11. Notice of Reporting Requirements:

2.8.11.1. Contractor acknowledges that it has read and understands the reporting requirements of Homeland Security stated in 28 C.F.R. §§ 66.40 et seq., 70.50-70.52 and Part III of Chapter 11 of the United States Department of Justice Office of Justice Programs *Financial Guide*, and agrees to comply with any such applicable requirements.

2.8.11.2. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.8.12. Notice of Requirements Pertaining to Copyrights:

2.8.12.1. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(a) The copyright in any work developed with the assistance of funds provided under this Agreement;

(b) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement. 28 C.F.R. §§ 66.34, 66.36(i)(8)-(9).

2.8.12.2. Contractor agrees to include the above paragraph in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.8.13. Patent Rights: (*applicable to contracts for experimental, research, or development projects financed by Homeland Security. 28 C.F.R. §§ 66.36(i)(8), 70.48(e), Part 70, Appendix A.*)

2.8.13.1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security.

2.8.13.2. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor

agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

2.8.13.3. Contractor also agrees to include the above paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

2.8.14. Lobbying:

2.8.14.1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.8.14.2. Contractor agrees to the provisions of the attached Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).

2.8.14.3. Contractor agrees to include the above two paragraphs in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.9. Contract Terms and Conditions:

2.9.1. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

2.9.2. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

2.9.3. Boone County 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 County.

2.9.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

2.9.5. The Offeror is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the

local environmental ordinances. Ignorance on the part of the Offeror will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.

2.10. Termination of Contract:

2.10.1. Termination for Convenience (General Provisions) – The County of Boone may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same, and dispose of it in the manner the County directs.

2.10.2. Termination for Default [Breach or Cause] (General Provision) – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any of the provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice.

2.11. Sovereign Immunity:

2.11.1. The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

2.12. Insurance Requirements:

2.12.1. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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.

2.12.2. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker’s 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.

2.12.3. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$2,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

2.12.4. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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; and both on and off the site of work.

2.12.5. 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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

2.13. Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.



SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified firm to furnish, deliver, install and train users for a regional **Iris Biometric Hardware and Software Identity Solution for the Boone County Sheriff's Department.**

3.2. Background Information:

This Iris Biometric Solution will be a new program/purchase for Boone County that will be a shared database with numerous Central Missouri Law Enforcement agencies. It will tie into other Law Enforcement agencies databases via the internet. Immediately upon implementation, the County will be able to share databases with Jasper County – Missouri and other surrounding agencies in Southwest Missouri using this technology.

Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>.

Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Work:

3.3.1. Purpose – The Boone County Sheriff's Department intends to select a qualified vendor(s) to furnish, deliver, install and provide training on a regional iris database identification solution that will enable the County to enroll and identify a suspect/person in seconds with both tri-pod mounted systems in the jail and portable units in the field. The system shall be for at least seven area agencies belonging to the Central Missouri Regional Justice Information System (CMRJIS). Those agencies include the Boone, Cole, Audrain, Morgan, Miller, and Camden County Sheriff's Office's and the Columbia Police Department. This system will consist of a centralized server database solution, at least seven remote enrollment stations, at least nine cameras, data import from the Jasper County Cornerstone iris database, enrollment of current offenders in custody and staff training at all sites. The winning Offeror must be willing to enter into a Cooperative Procurement Contract Agreement with Boone County to ensure purchasing agreements can be established with other agencies within the CMRJIS.

3.3.2. TECHNICAL SPECIFICATIONS FOR NEW PRODUCTS AND SERVICE

3.3.2.1. Iris database solution

- a) Must be based on the Daugman 2008 or newer algorithm so as to meet United States Department of Defense requirements.
- b) Must be compatible with existing Securimetics/L-1 iris cameras.
- c) Must have an enrollment capacity of 75,000 subjects or greater, both irises.

- d) Open client interface-Web based SOAP, Java JNI API's, and .NET.
- e) System data must be compatible with Jasper County Missouri Cornerstone iris database.

3.3.2.2. Iris camera specification – (3) cameras anticipated in Boone County

- a) Must be portable, no permanent mounted solutions are being considered. Permanent mounted solutions can be listed as an option, but there is no plan to purchase this option at this time.
- b) Options for tethered and un-tethered cameras are allowed. Tethered cameras are those that require a constant hard wired connection to the workstation to function. Un-tethered cameras are those that do not require a constant connection to the workstation in order to function. Please provide pricing for both styles.
- c) Un-tethered cameras should have an on-board capacity (hard disk or expandable solution) of at least 100,000 subjects.
- d) All cameras must feature on-board touch screen capability.
- e) Should be IP configurable.
- f) If there are multiple cameras that will work with this solution the vendor should list all cameras, complete with pricing, technical specs, and distinctive features.

3.3.2.3. Server and workstations – (1) server & (2) workstations anticipated in Boone Co. (option)

(Boone County anticipates purchasing server hardware and workstations outside of this RFP, however we request this as an option in this RFP)

- a) Server must be Hewlett-Packard.
- b) Must meet or exceed the proposed solutions minimum hardware specifications.
- c) Should include any necessary server or operating systems as well as some form of backup software solution.

3.3.2.4. Service and “break fix” during warranty

- a) Describe service and post-sale “break fix” solutions for any equipment purchased from and installed by Offeror.

3.3.2.5. Training

- a) Training must be done on customer site(s).
- b) Includes training on enrollment, recognition, connecting/disconnecting periphery devices, log on/log off, user permissions, setup, etc.
- c) Includes training on the use and general maintenance of the equipment.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
601 E. Walnut Street, Room 208
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on December 15, 2009**. Proposal Responses will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on

the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. Method of Performance

b. Experience/Expertise of Offeror

c. Cost (includes total cost of ownership with initial equipment purchase and cost of Service & Support with Renewals)

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed system at a designated Boone County location or other site. Attendance

cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. Qualifications Statement/References: The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

a. **Offeror Qualifications:** Attach supporting documentation for the following:

- i. Offeror Identification and Information
- ii. Office Location
- iii. When Organized / When Incorporated
- iv. Offeror's Qualifications and Experience
- v. Staff Qualifications
- vi. Subcontracts/Subcontractors
- vii. Offeror(s) should provide certification that Offeror is an authorized dealer, distributor, and/or installer of the requested items contained within this RFP document.

b. **References:** Name other entities (government agencies/municipalities preferred) for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account. Include a minimum of four references.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.

4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror’s final response rating.

4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror’s and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.1.6. Validity of Proposal Response:

Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Cost:

Please attach cost of equipment, software, labor, a minimum of five years of maintenance broken out per year, warranty and any other costs to this page and place at the beginning of your Proposal Response. Fee proposal shall include full itemized pricing information, including the cost of software modules (including five years of software maintenance), customization, implementation, any data conversion and training. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees and any other costs anticipated by the Offeror to satisfy the purpose of this Request for Proposal. Equipment pricing shall be firm for one year. The original maintenance period will be from date of award through December 31, 2010. Clearly outline the next four years of firm maintenance/service pricing.

5.2. Renewals: Please provide maximum increase/decrease percentages for equipment purchase in future renewal periods:

_____ % for the period January 1, 2011 – December 31, 2011

_____ % for the period January 1, 2012 – December 31, 2012

_____ % for the period January 1, 2013 – December 31, 2013

_____ % for the period January 1, 2014 – December 31, 2014

5.3. Timeline

Provide a timeline for the furnishing, delivery, installation and training of the Iris Biometric Hardware and Software solution.

5.4. Cooperative Procurement: If awarded this proposal, do you agree to supply the products and services as specified and awarded to the City of Jefferson on behalf of the members of the CMRJIS at the same prices, terms and conditions as awarded? Yes ____ NO ____

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

(Please complete and return with Response Page)

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Signature

Date

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:



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

"No Bid" Response Form

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – 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 or fax.

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

Bid: 67-15DEC09 - Iris Biometric Hardware and Software

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

