

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
BREATH ALCOHOL TESTING VEHICLE FOR THE  
BOONE COUNTY SHERIFF DEPARTMENT**

**RFP # 33-31MAY12  
Release Date: May 17, 2012**

**Submittal Deadline:  
May 31, 2012  
not later than 10:30 a.m. Central Time**

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

**Tyson Boldan, Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 33-32MAY12 – Breath Alcohol Testing Vehicle for the Boone County Sheriff Department.**

Sealed proposals will be accepted until **10:30 a.m. on Thursday, May 31, 2012** in the Boone County Purchasing Office, Boone County Johnson Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org) or can be obtained on our web page: <http://www.showmeboone.com>.

Tyson Boldan, Buyer

Insertion: Thursday, May 17, 2012  
COLUMBIA MISSOURIAN



## 1. INTRUCTIONS 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 Thursday, May 31, 2012** to:

Boone County Purchasing Department  
Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
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 four (4) copies of the proposal (total of five). Proposals will be opened publicly, 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 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. You may check our web site for addenda at [www.showmeboone.com](http://www.showmeboone.com), then select "Purchasing", then "Current Bid Opportunities".



## **2. INTRODUCTION AND GENERAL INFORMATION**

### **2.1 Introduction:**

- 2.1.1 This document constitutes a request for sealed proposals for **33-31MAY12 – Breath Alcohol Testing Vehicle** 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) Contract Terms and Conditions for Awarded Contractor
  - 5) Proposal Submission Information
  - 6) Response/Pricing Page
  - 7) Debarment Certification
  - 8) Contract Standard Terms and Conditions
  - 9) Prior Experience
  - 10) Statement of Offeror's Qualifications
  - 11) Attachment A – Sample Floor Plan
  - 12) Attachment B – Small Vehicle Sample Floor Plan
  - 13) Attachment C – Sample Wall 1
  - 14) Attachment D – Sample Wall 2
  - 15) Attachment E – Small Vehicle Sample Walls 1 & 2
  - 16) Federal grant Requirements

## 2.2. Guideline for Written Questions:

2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **1:00 p.m., May 25, 2012**. All questions must be mailed, faxed or e-mailed to the attention of Tyson Boldan, Buyer. 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](http://www.showmeboone.com) (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.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.



### **3. SCOPE OF SERVICES**

#### **3.1. Project Description:**

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors to provide the furnishing, delivery, a set-up, and training (if required) for a Breath Alcohol Testing Vehicle for the Boone County Sheriff's Department.

#### **3.2. Background Information:**

- 3.2.1. The County is using grant funding to purchase a mobile Breath Alcohol Testing Vehicle. MoDot Traffic and Highway Safety funding support this effort. The amount of the grant is in the amount of \$30,000.
- 3.2.2. All work shall be done and product delivered by September 14, 2012 in order to meet the grant requirements.
- 3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.4. 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 Services:** The successful Offeror shall furnish, deliver, set up, and provide training (if required) for a **Breath Alcohol Testing Vehicle** for the Boone County Sheriff's Department.

#### **3.4.Equipment General Requirements**

- 3.4.1. **Vehicle** – New and used vehicles will be considered
  - 3.4.1.1. Vehicle should be the size equivalent of a 16 passenger or larger bus.
  - 3.4.1.2. Vehicle shall have a minimum 12.5 ft by 7.5 ft interior space that is at least 6 feet high from floor to ceiling.
  - 3.4.1.3. Vehicle must have automatic transmission.
  - 3.4.1.4. Vehicle should have a diesel engine. 6.0 liter PowerStroke Diesel engines are not desired.
  - 3.4.1.5. The vehicle body needs to be free from any notable cosmetic damage. Units may be excluded for having notable cosmetic damage.
  - 3.4.1.6. Preference will be given to vehicles that have been driven less than 125,000 miles.

- 3.4.1.7.** Vehicle should have only one entry door (other than the emergency exits) for the work area/rear of the bus. This entry door should be manual or electric. Preference will be given to electric. For smaller vehicles preference will be given to those with no passenger cab door as to maximize usable work space in the rear/work area of the vehicle.
- 3.4.1.8.** There should be a divider between the front cabin and the working area in the rear of the bus to prevent people from walking between the front driver's area and the rear work area of the vehicle. This divider should be suitable enough to prevent intoxicated persons from being able to fall into the front passenger cab from the rear work area of vehicle.
- 3.4.1.9.** The rear of the bus shall have heat and air conditioning systems in addition to the vehicle chassis manufacturer's climate control system for the drivers front passenger cabin. The vehicle needs rear heating and air conditioning.
- 3.4.1.10.** The exterior of the vehicle should be one color upon delivery. The color options are white or black with black being the desired color. If offerer proposes white a cost proposal for painting the vehicle exterior of the vehicle black should also be included.
- 3.4.1.11.** Vehicle should have overhead lighting located along the middle of the interior. Fluorescent or Light Emitting Diode (LED) types are desired.
- 3.4.2. Work Stations**
- 3.4.2.1.** There shall be a minimum of three work stations measuring at least 28 inches high.
- 3.4.2.2.** Each workstation shall be a minimum of 4 feet wide with a preference given to 5 feet if possible.
- 3.4.2.3.** Work stations shall include a conduit to enable the installation of wiring for radio and cameras (remote mount two-way VHF police radio - to be installed by the County at a later date). This conduit needs to have a minimum inside diameter of 1.5 inches.
- 3.4.2.4.** Work stations shall include two drawer file cabinets or drawer system with latching mechanisms.
- 3.4.2.5.** At least two of the workstations shall include padded bench seating for citizens/suspects/prisoners opposite of file cabinets. Preference will be given to those proposals that have more seats.
- 3.4.2.6.** Work stations shall have overhead cabinets with latching mechanism for storage. Cabinet shall be at least 1 foot deep. Each of these cabinets should have lighting mounted underneath for light work area.
- 3.4.2.7.** Interior must have at least four 120 volt electrical outlets per workstation.
- 3.4.2.8.** Interior must have at least one 12 volt electrical outlet at each workstation.
- 3.4.2.9.** Counter area opposite the entry door shall have four 120 volt electrical outlets and one 12 volt electrical outlet as well.
- 3.4.3. Interior Furniture and Finishing (See Attachments A-E)**
- 3.4.3.1.** All interior walls should be covered with a white FRP (Fiberglass Reinforced Plastic) or similar type of white sheeting.
- 3.4.3.2** All side windows except windows in the entry door should not be visible from inside the working area of the Breath Alcohol Testing Vehicle.
- 3.4.3.3** All windows behind the driver cabin area shall be tinted dark enough to prevent seeing through them from outside the bus. Tint should be less than 5%.
- 3.4.3.4** All side windows behind the driver cabin area shall be sealed shut.

- 3.4.3.5 Flooring should be free of tears and in good condition. Floor should also be smooth enough for a chair on rollers to roll with little resistance.
- 3.4.3.6 Interior should include a master power switch for the power inverter located at a convenient location near a main power switch for the rear work area/exterior lighting. This switch should not include regular external lighting such as tail lamps, marker lights, turn signals, et cetera.
- 3.4.3.7 Interior shall include a minimum of one floor to ceiling tall storage cabinet. Cabinet shall be at least 1.5 feet wide. 2 feet wide is desired.
- 3.4.3.8 Interior shall include a 38 inch tall Laminate Countertop at a minimum width of 3 feet. Countertop shall include an under storage area directly across from the entry door on the opposite wall of the entryway.
- 3.4.3.9. If vehicle has in interior work space large enough to accommodate, an additional 38 inch tall laminated countertop to be utilized as a fingerprint/booking area is desired. This countertop should have lighting above and storage cabinet (s) underneath. If countertop is installed, bench type seating next to the countertop for 2-3 persons is desired.

**3.4.4. Additional Electronics**

- 3.4.4.1. Two telescoping external Havis flood lights (supplied by the County) shall be mounted to rear corners of the vehicle. These lights are 500 watt flood lights. Information about this light can be found at [http://www.havis.com/products/FLDLT\\_STNCO\\_500W\\_120V\\_BR\\_20F\\_CW\\_I-34926-125.html](http://www.havis.com/products/FLDLT_STNCO_500W_120V_BR_20F_CW_I-34926-125.html)
- 3.4.4.2. An optional backup camera installed with a minimum of 7 inch monitor is desired. Give optional pricing for backup camera installation.
- 3.4.4.3. A backup alarm should be installed to announce the vehicle is in reverse gear.
- 3.4.4.4. Back up sonar (collision avoidance) should be installed to notify driver by beeping tone of distance to objects.
- 3.4.4.5. The vehicle should be outfitted with a mounting rail (or plate) for up to 6 antennas. The antennas will be a combination of VHF two-way, wi-fi and global positioning systems domes. The mounting rail should provide sufficient chassis ground. Near the mounting rail/plate should be an entry point into the vehicle sufficient to pass-through ten (10) RG-58 cables. This pass-through should be weather sealed, hood design or designed such that a mastic type sealant material can be used.
- 3.4.4.6. Optional lights are desired on each side of the vehicle in a recessed mounting. These lights are Whelen pioneer PFP2 and dual panel pulse super-LED Floodlight. Give optional pricing for light installation.

**3.5. Or Equal:** Offeror shall propose acceptable model or an approved equal for any proposed equipment. Determination of equality is solely Boone County's responsibility and will be done during our evaluation of the proposal responses received.

**3.6.** The Contractor shall not commence work under this contract until they have obtained a Notice to Proceed from Boone County, nor shall the Contractor allow any subcontractor to commence work on any subcontract until such time.



**3.7.** 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.

**3.8. Warranty and Guarantee:** Offeror shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract.

At a minimum, Offeror agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.

**3.9. Manuals:** The Contractor must supply the user documentation/operating manuals necessary to operate the equipment.

**3.10. Electrical Requirements:** The County expects all equipment furnished under the terms of a purchase agreement to operate on standard current. Offerors may make an appointment with the Sheriffs department prior to a list of specified equipment that will be used in the above vehicle.

**3.11. Delivery and Installation:** Firm delivery and training (if required) schedules are essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which delivery and training will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely delivery and training schedule shall be stated on the Response Page. Delivery date should be within sixty days from date of purchase order unless stated otherwise. Note: Contractor shall not ship or install equipment without a properly executed purchase order.

**3.12. Delivery Terms:** FOB Destination with delivery to designated parking lot. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

**3.13. Billing and Payment:** All invoices must be submitted to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days after receipt of a correct and valid invoice following delivery and acceptance of equipment. Purchase Order number should appear on invoice.



#### **4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR**

**4.1. Contract Period:** The initial term of the resulting contract agreement for the proposed **equipment** from this Request for Proposal will begin at the time of contract award and end on the date supplied by the Offeror for firm delivery. (on Response/Pricing Page).

**4.2. Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

**4.3. Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

**4.3.1.** Due to a material breach of any term or condition of this agreement.

**4.3.2.** If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

**4.3.3.** If appropriations are not made available and budgeted for in any calendar year.

**4.3.4.** 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.

**4.4.** 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.

**4.5.** 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.

**4.6.** Award will be made by written notification from the Purchasing Department. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

**4.7.** Contractor agrees to furnish equipment and service, and to perform the delivery of equipment and service within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

**4.8.** Contractor agrees to comply with all federal, state and local requirements, laws, rules and ordinances governing the particular service and equipment purchase required for the performance of the contract.

**4.9.** Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within the quoted price. The County shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

**4.10.** Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

**4.11.** Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.

**4.12.** The Contractor must provide any additional equipment or installation necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

**4.13.** Attached Standard Terms and Conditions for Contracts shall apply to the contract award.



## 5. PROPOSAL SUBMISSION INFORMATION

### 5.1. RESPONSE TO PROPOSAL

#### 5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and four (4) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Tyson Boldan, Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on May 31, 2012**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

a. Each distinctive section should be titled with paragraph number 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 response.

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

5.1.1.3. 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.

5.1.1.4. 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.

**5.1.2. 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:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. 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.
- 5.1.2.3. 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.
- 5.1.2.4. 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.

**5.1.3. Evaluation and Award Process:**

- 5.1.3.1. Boone County will select 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:** available features; ease of use; warranty offered; suitability of purpose; quality; maintenance service proposed; timeliness of delivery, company's location in relevance to Boone

County, and training if applicable; or any other criteria identified by County.

**b. Experience/Expertise:**

**c. Cost:** equipment will be evaluated based on life cycle costs (such as energy consumption); maintenance costs; actual costs for equipment and training cost.

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.3.3. **Demonstration of Equipment:** At the option of the County, any Offeror may be required to furnish a demonstration or trial run of equal or similar equipment proposed to determine quality of product, ease of use, dependability of the equipment, and compliance with the specifications. If required, the County may test the equipment for a maximum of two weeks.

**5.1.4. Evaluation:**

5.1.4.1. 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.

5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific equipment to be delivered and prior services performed and requirements thereof.

5.1.4.3. 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.

- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. 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.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. 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 may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. 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.

#### **5.1.5. Rejection / Withdrawal of Proposals Response:**

Rejection of Proposals The County reserves the right, 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.

#### **5.1.6. Validity of Proposal Response:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



6. 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 Offeror named below. (Note: This form must be signed. All signatures must be original).

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

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

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

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**Pricing** – The County is providing this Response Form for pricing to be detailed. If this Response Form doesn't capture all costs, Offeror shall attach a listing of all costs. Costs shall include cost of equipment, add-on features cost, training cost, labor, warranty and any other costs to this page and place. Fee proposal shall include full itemized pricing information. 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. **It is desired that the vendor supplies an itemized cost listing for each individual item/installation/service for sections 3.1. – 3.4.4.6.**

6.1. **Pricing** Unit Price  
**Breath Alcohol testing Vehicle as specified** \$ \_\_\_\_\_

6.1.2. Make, Model and Mileage of Vehicle to be provided:  
\_\_\_\_\_

6.1.3. FOB Delivery \$ \_\_\_\_\_

6.1.4. Cost: Finished Black Exterior Paint Job As Per Section 3.4.1.10. \$ \_\_\_\_\_

6.1.5. Optional Back-Up Camera and Monitor As Per Section 3.4.4.2. \$ \_\_\_\_\_

6.1.6. Optional Recessed Light Mounting As Per Section 3.4.4.6. \$ \_\_\_\_\_



6.1.7. Describe warranty on equipment and labor:

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6.1.8. List any deviations to the original specifications:

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6.1.9. Equipment shall be delivered \_\_\_\_\_ days after receipt of Purchase Order and Notice to Proceed.

6.1.10. Training shall be provided to Boone County staff within \_\_\_\_\_ days of installation.

6.1.11. State date that pricing is firm through for the equipment proposed in your proposal response: \_\_\_\_\_.

6.1.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No

6.1.13. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

**Name:**

**Organization:**

**Address:**

**E-mail:**

**Phone Number:**

**Fax:**

**Identification of Bidders:** How were you notified or heard about this bid/RFP? \_\_\_\_\_

Newspaper advertisement \_\_\_\_\_

Boone County Electronic Bid Notification \_\_\_\_\_

Other, please list: \_\_\_\_\_

**(Please complete and return with Proposal Response)**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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

## CONTRACT STANDARD TERMS AND CONDITIONS

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. 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.
13. 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.
14. 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.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. 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.

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**STATEMENT OF OFFEROR'S QUALIFICATIONS**

**(File with Response Form)**

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

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

**2. Contracts on hand: (Complete the following schedule)**

<b>Percent Item Completed</b>	<b>Purchaser</b>	<b>Amount of Contract</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**3. General type of product sold and manufactured:**

\_\_\_\_\_

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

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

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

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

**5. List banking references:**

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

**6. Upon request will you within 3 (three) days file a detailed confidential financial statement?**

Yes \_\_\_\_\_

No \_\_\_\_\_

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

**this** \_\_\_\_\_ **day of** \_\_\_\_\_, 200 \_\_\_\_\_.

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

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

\_\_\_\_\_  
**(Title of person signing)**



**"No Bid" Response Form**

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

Tyson Boldan, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

**"NO BID RESPONSE FORM"**

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

If you do not wish to respond to this RFP 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.

**RFP: 33-31MAY12 – Breath Alcohol Testing Vehicle**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

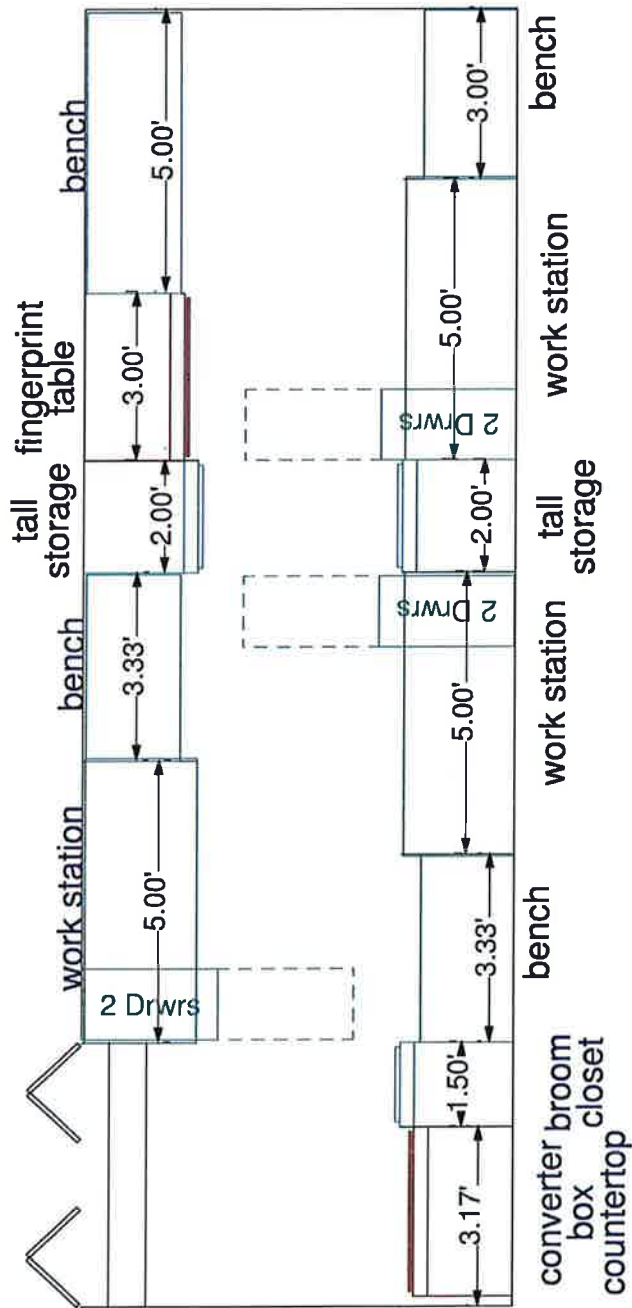
Date: \_\_\_\_\_

Reason(s) for Not Submitting Proposal Response :

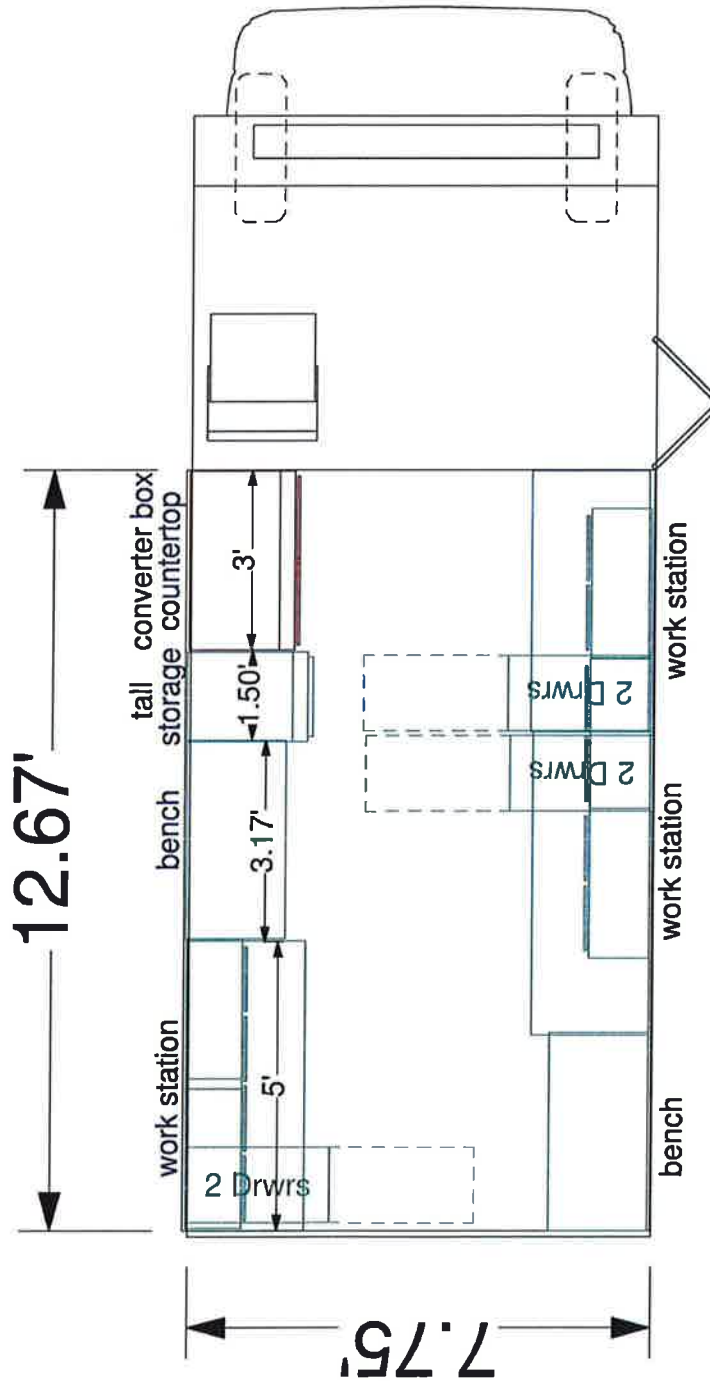
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\_\_\_\_\_



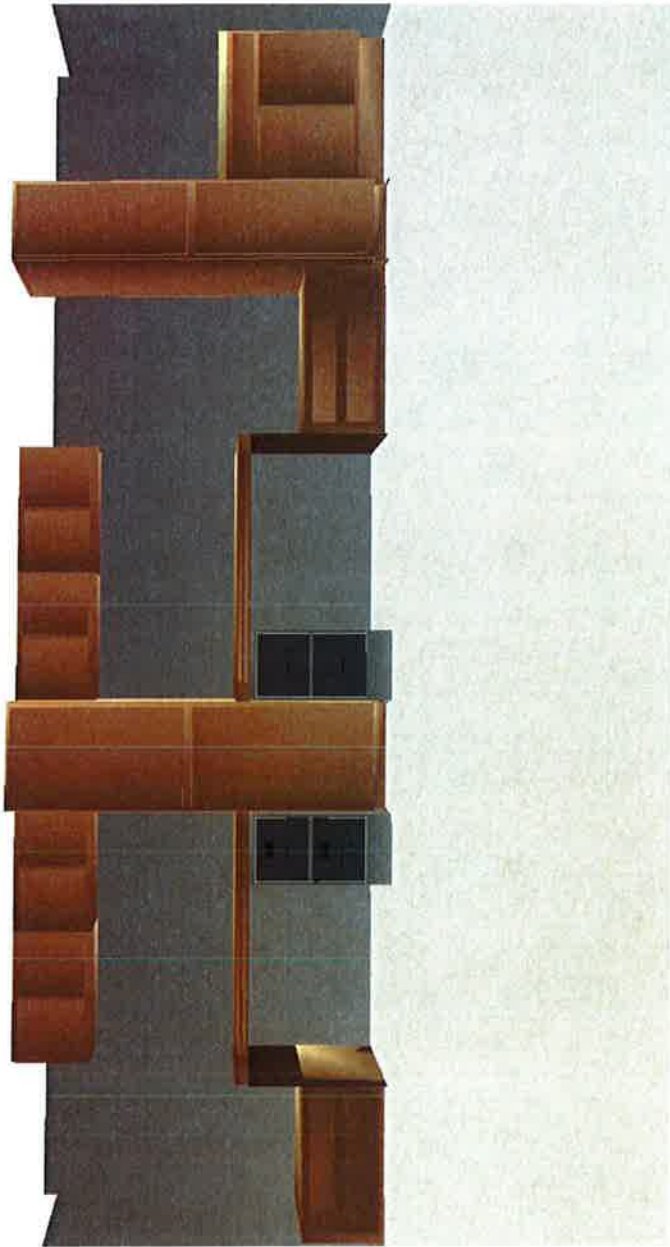
ATTACHMENT A



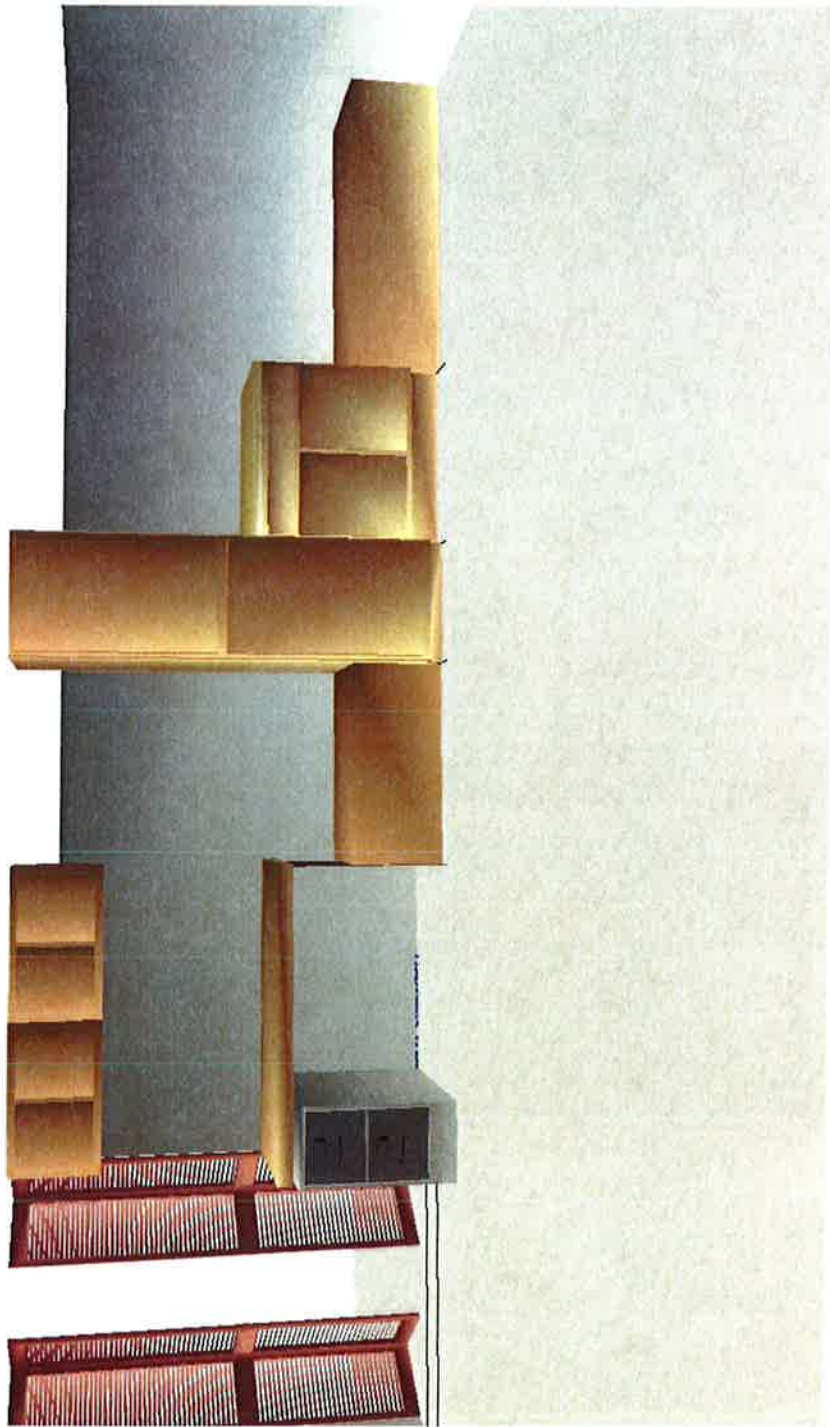
Attachment B



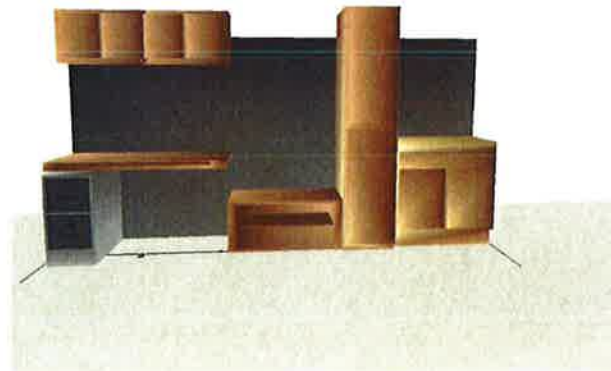
Attachment C



Attachment D



Attachment E



## Federal Grant Requirements

CONTRACT CONDITIONS - PAGE 2

IN ORDER TO RECEIVE FEDERAL FUNDING, THE GRANTEE/ CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. **RELATIONSHIP:** The relationship of the Grantee/Contractor to the Missouri Highways and Transportation Commission (MHTC or Commission) shall be that of an independent contractor, not that of a joint enterpriser. The Grantee/Contractor shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC.

II. **EQUIPMENT**

A. **PROCUREMENT:** Grantees may use their own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000.00 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Grantees shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the grantee must have written approval from the MHTC prior to the purchase of other than the low bid.
6. Grantees will make a good faith effort to utilize minority and women owned businesses with resource capabilities when procuring goods and services.

B. **DISPOSITION:** The Grantee shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract.

C. **REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the grantee's previous twelve months authorized strength.

III. **FISCAL RESPONSIBILITY**

A. **MAINTENANCE OF RECORDS:** The Grantee/Contractor agrees that Missouri Department of Transportation (MoDOT) Traffic and Highway Safety Division (THSD), the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program, the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Grantee/Contractor pertaining to this contract and further agrees to maintain such books and records for three years after the date of final project disposition.

B. **REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Grantee/Contractor for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Grantee/Contractor, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the contracting official. Vouchers should be received by the MHTC within five (5) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Grantee/Contractor will be responsible for the required supporting documentation no later than 30 days after the closing date of the contract.

C. **OMB AUDIT:** If the Grantee expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the Grantee expend(s) less than five hundred thousand dollars (\$500,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities. Failure to furnish an acceptable audit may be basis for refunding federal funds. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection by representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

IV. **TERMINATION:** If, through any cause, the Grantee/Contractor shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Grantee/Contractor shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Grantee/Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Grantee/Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Grantee/Contractor or its subcontractor under the provisions of this contract. The Grantee/Contractor and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

V. **STATUTORY REQUIREMENTS**

A. **COMPLIANCE:** The Grantee/Contractor agency must comply with the following Statutes or Rules:

1. *Peace Officer Standards and Training (P.O.S.T.)* Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. *Statewide Traffic Accident Records System (STARS)* 43.250 RSMo—Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
3. *Nondiscrimination-CFR Chapter 50-Prohibits discrimination on the basis of race, color, religion, sex or national origin including DBE and Segregated Facilities (meets or exceeds federal requirement on page 2)*
4. *Uniform Crime Reporting* RSMo 43.505-Crime Incident reports shall be submitted to DPS on forms or in format prescribed by DPS
5. *Racial Profiling* RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year
6. *Hatch Act-5* United States Code Sections 1501-1508- Employees who are paid in whole or in part with federal funds are prohibited from participating in certain partisan political activities including, but not limited to, being candidates for elective office

B. **ENACTMENT AND ENFORCEMENT:** Agencies are encouraged to adopt, if possible, local ordinances as follows:

1. *Model Traffic Ordinance*-Chapter 300.00 RSMo-Rules governing traffic administration and regulation
2. *Child Restraints*-307.179 RSMo-Passenger restraint system required for children under four (Primary Offense)
3. *Seat Belts*-307.178 RSMo-Seat belts required for passenger cars.
4. *Open Container*-A model ordinance prohibiting the possession of an open container of alcoholic beverages in a motor vehicle.

C. **VEHICLE PURSUITS:** Agencies are strongly encouraged to adopt and follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

CONTRACT CONDITIONS - PAGE 3

- VI. **PRODUCTION & DEVELOPMENT COSTS:** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Traffic and Highway Safety funding supported this effort. Examples may include, but are not limited to print materials; incentive items; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval, prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as deemed appropriate.
- VII. **INDEMNIFICATION:**
- A. To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.
- B. The Grantee will require any contractor procured by the Grantee to work under this Agreement:
1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and
  2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.810, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- VIII. **AMENDMENTS:** The Budget Proposal within this Agreement may be revised by the Grantee and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal Grantee shall submit a written request to MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Grantee and the MHTC.
- IX. **COMMISSION (MHTC) REPRESENTATIVE:** The MoDOT Highway Safety Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- X. **ASSIGNMENT:** The Grantee shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.
- XI. **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XII. **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XIII. **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XIV. **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Grantee.
- XV. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2008:** The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2008, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.
- The MHTC (contractor) hereby agrees that it will incorporate into any contract, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee (exceeding \$10,000) the following equal opportunity clause:
- During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post, in conspicuous places available to all employees and applicants for employment, the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the MoDOT, MHTC advising the said labor union or workers' representative of the contractor's commitments under this nondiscrimination provision.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration, NHTSA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of this nondiscrimination provision in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the MoDOT, MHTC or the Federal Highway Administration and National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.



**CONTRACT CONDITIONS - PAGE 4**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

All recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 28 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. If, as a condition of assistance, the MHTC has submitted and the Department has approved a minority business enterprise affirmative action program, which the MHTC agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 28, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future Department of Transportation financial assistance.

**NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) All grantees/contractors and their subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**TRAINING CONTRACTS**

Agencies offering the MHTC-funded courses are to adhere to the following standard elements required for training contracts.

- 1) A course schedule must be presented to the MHTC program coordinator at least 30 days prior to the proposed training. The schedule should include: Title of Course; Date(s); Time; Exact Location; and Agenda or Syllabus. Any changes to the course schedule must have prior approval from the MHTC.
- 2) Evaluation will be a 2-step process to include:
  - i) Student Evaluation of the training
    - a. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of training received; instructor's presentation, training facility/location; and worth of the training.
    - b. The evaluation form must be developed by the grantee and approved by the MHTC prior to use.
  - ii) Instructor evaluation of the students' comprehension and understanding of the material presented.
- 3) The grantee must provide a sign-up sheet for every class—a typed list of everyone who registered is not acceptable. The sign-up sheet must capture the following information:
  - Title of the Class
  - Date(s) and Location of Class
  - Name of Attendees
  - Business address, telephone number and/or email address of each attendee
- 4) Every effort should be made to enroll a minimum of fifteen (15) students per class.
- 5) Copies of the Student Evaluations, Instructor Evaluations, Number of Students Enrolled/Number of Students Attending, and Participant Sign-up Sheets must be submitted to MHTC not later than 30 days after the training has been conducted.

**FOLLOWING CONDITIONS APPLY TO LAW ENFORCEMENT AGENCIES ONLY:**

**PROBLEM IDENTIFICATION**

Agency must develop a selected traffic enforcement plan by evaluating crash data. This will be done on a quarterly, monthly or weekly basis to determine the top ten (10) high traffic crash locations, to include: day of week, time of day, and causation factors. Using this plan, agency will conduct enforcement targeting offenders committing hazardous moving violations to include DWI checkpoint enforcement (emphasis will also be placed on occupant restraint enforcement).

**PROJECT ACTIVITIES**

- Enforcement activities by the agency must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- Officers will be permitted and encouraged to issue multiple citations and/or written warnings to drivers who have committed several violations.

- High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three contacts per hour when conducting an enforcement project.
- Agency will report monthly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- Agency is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Traffic and Highway Safety Division. These mobilizations include, but are not limited to: Click It or Ticket Campaign, Impaired Driving Crackdown, Youth Seat Belt Enforcement Campaign, quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: [www.modot.mo.gov/safety](http://www.modot.mo.gov/safety).

**PARTNERSHIPS**

Agency is strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City must participate in Operation Impact.

**ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. Overtime reimbursement rates:

- Patrol-to be calculated at 1.5 times the officer's actual rate of pay;
- Supervisors-to be calculated at 1.5 times the actual rate of pay not to exceed 1.5 times the rate of the highest-level sergeant or lieutenant (equivalent supervisor)
- Officers working more than 8 hours of overtime in one day require approval from MHTC.

Agencies funded may also utilize funds for any corridor enforcement project, Operation Impact, work zone enforcement, Click It or Ticket Campaign, Impaired Driving Crackdown, or any other national or state mobilization efforts in conjunction with or at the direction of the Traffic and Highway Safety Division. Exceptions may be made with prior written permission of the MHTC.

**DRUNK DRIVING ENFORCEMENT PROJECTS**

All DWI cases must be filed in state court if a municipality has a non-attorney judge. Any offender arrested with a prior alcohol-related conviction must also be filed in state court for enhancement purposes. All officers working alcohol enforcement details funded by this grant program must have 24 hours of SFST training.

**SOBRIETY CHECKPOINTS**

The MHTC will fund enforcement agencies, on an overtime basis, to conduct MHTC sobriety checkpoints in accordance with standards developed for this purpose. Funding eligibility and conditions are herein set forth along with allowable costs for reimbursement. Enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest to enhance the actual risk of arrest.

- 1) Enforcement time at a minimum will be at least one night per month with a minimum of five checkpoints per contract period. Sobriety checkpoints should be operated within the hours of 10:00 p.m. to 3:00 a.m.; however, hours may be flexible upon request of agency and approval by MHTC project coordinator.
- 2) Advise the MHTC project coordinator, in advance, of enforcement date changes made to the original proposal.
- 3) If not already provided, roadways selected for sobriety checkpoints must be submitted to MHTC. Actual enforcement locations will be left to the discretion of local authorities based upon their judgment.
- 4) Activity Reports and Supervisory Logs must be submitted with reimbursement vouchers. Failure to comply may result in nonpayment for the enforcement period.
- 5) Enforcement activity should be on a Friday or Saturday night or holidays. Other nights may be approved in advance by the MHTC project coordinator based upon special events or activities, or as stated in goals and objectives of this contract.
- 6) Publicity surrounding a checkpoint provides the greatest deterrent. A news release the week prior to the event and a follow-up the week after is required. A spokesperson should be designated to explain procedures to media or others attending the checkpoint.

CONTRACT CONDITIONS - PAGE 5

- 7) If the agency has an in-car video camera, it should be used at all sobriety checkpoints to videotape the sobriety checkpoint setup, its operation, and all subjects given the field sobriety tests. Tapes and/or electronic recordings shall be used as evidence in court proceedings.

**FUNDING ORIGIN AND AUDIT INFORMATION**

The National Highway Traffic Safety Administration (NHTSA) funds the following program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.800	State and Community Highway Safety Programs
410	20.801	Alcohol-Impaired Driving Prevention Programs
154	20.807	Alcohol Open Container Requirements
408	20.810	State Traffic Safety Information System Improvement Grant
1908	20.811	Grant Program to Prohibit Racial Profiling
2010	20.812	Motorcyclist Safety Grant
2011	20.813	Child Safety and Child Booster Seats Incentive Grant