

# COUNTY OF BOONE - MISSOURI



## REQUEST FOR PROPOSAL FOR INTERIOR PAINTING SERVICES

**RFP # 24-14JUN18**

*Release Date: May 14, 2018*

**Includes Pre-proposal Conference with Site Visit  
Scheduled for May 25, 2018 starting at 10:00A.M.**

**Note: Bid Bond Required**

**Submittal Deadline:**

**June 14, 2018**

**not later than 2:00 P.M. CST**

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

**Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymmo.org](mailto:lpalazzolo@boonecountymmo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

### **RFP #: 24-14JUN18 – INTERIOR PAINTING SERVICES**

Sealed proposals will be accepted until **2:00 P.M. on JUNE 14, 2018** in the Boone County Purchasing Office, Room 109, located at 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: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

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

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

***Insertion: Sunday, May 13, 2018***  
***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 interior painting services as detailed herein.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **June 14, 2018** to:
- Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: 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." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on June 14, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., June 4, 2018*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. 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:

Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

1.8 RFP Addenda: 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.

1.9 Preproposal Conference and Site Tour: **A preproposal conference and site tour of the Boone County Sheriff's Department and Jail** located at 2121 County Drive in Columbia, Missouri will be conducted prior to the proposal submission deadline so that interested offerors may see the areas requiring interior painting and ask questions about the County's requirements. **The Preproposal Conference and Tour will be conducted at 10:00 A.M. on Friday May 25, 2018.**

a. Attendance at the pre-proposal conference and site tour is not mandatory, however it is incumbent on prospective offerors to be familiar with the physical layout and special circumstances that will impact installation work. Failure to attend the conference shall not relieve the winning vendor of any responsibility to perform all requirements addressed in the Request for Proposal and resulting contract at accepted pricing and terms.

1.10 Bid Bond Requirement - Requirement of Submitting Bid:

**If Bidder's bid response is \$50,000 or greater, then a bid bond is required to be submitted with the RFP proposal:**

In the event that the vendor decides to prepare and submit an offer to Boone County, then a Bid Bond shall be required and submitted with the proposal response as follows:

**Bid Bond Required:** A bid bond or certified check made payable to Boone County, in the amount of 5% of the total project price quoted on the Vendor Response and Pricing Pages **shall accompany the proposal response** as a guarantee that the offeror, if awarded the contract, will later furnish a satisfactory Performance and Payment Bond as described above; execute the contract; and proceed with the work. Upon failure to do so, the offeror shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the offeror shall excuse the offeror or entitle the offeror to a return of the deposit or Bid Bond. Failure to include the Bid Bond may result in finding the offer unacceptable to the County without further evaluation.

1.11 **Brand Name or Equal:**

- a. Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. However the vendor is advised that the brand names identified herein have been researched and are regarded as being particularly suited to addressing substrate conditions at the Boone County Sheriff's Department and Jail.
- b. The vendor may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and product number, the vendor must explain in detail how their product meets or exceeds the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.
- c. The vendor shall understand and agree that the assessment of equality is solely Boone County's determination as based on information the vendor provides as well as information the County obtains from secondary sources.



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

### **2.1 Introduction:**

2.1.1 This document constitutes a request for sealed proposals for **Painting Services for the Boone County Sheriff's Department and Jail** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts including a separate download for the prevailing wage order:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Lobbying
- 7) Certification Regarding Debarment
- 8) Work Authorization Certification
- 9) Affidavits (OSHA, Prevailing Wage Law)
- 10) Samples of Bonds
- 11) "No Bid" Response Form
- 12) Boone County Standard Terms and Conditions
- 13) Attachments One-Two
- 14) Attachment Three: Original Paint Specifications
- 15) Attachment Four: Layout and Measurements
- 16) Attachment Five: Prevailing Wage No. 25 – separate download

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide painting services at the Boone County Sheriff's Department and Jail.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor." Offerors responding to this RFP are required to quote firm and fixed pricing on the Vendor Response and Pricing Pages for all painting required including all labor, paint, materials, and supplies necessary to perform all paint tasks as specified in this Request for Proposal.

### **2.2. Background Information:**

2.2.1 Background: The Boone County Sheriff's Department and Jail located at 2121 County Drive in Columbia, Missouri serves as the main headquarters for the department and includes an adult detention facility that provides safe and secure incarceration of persons taken into custody by order of a qualified court or as

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



### 3. SCOPE OF WORK:

#### 3.1 **General Requirements:**

- 3.1.1 The contractor shall provide interior painting services at the Boone County Sheriff's Department and Jail that includes all labor, paint, materials and supplies necessary to perform required painting as specified herein.
- a. The County anticipates that the painting will occur in phases. The contractor must follow the direction of the Sheriff's Office in determining the scheduling for what areas are painted first, etc. It is anticipated that the following areas will be painted first:
- 1) the Administrative Building;
  - 2) the Medical Office Manager's Office (medical records area);
  - 3) the Medical Office;
  - 4) and the Psychologist's Office.
- b. The following areas are anticipated to be painted subsequent to the above-named areas:
- 1) the A-Pod Control Room;
  - 2) the B-Pod Control Room;
  - 3) the C-Pod Control Room;
  - 4) and the Booking Room.
- 3.1.2 All work performed under the contract shall be conducted in compliance with accepted business standards and practices for painting services.
- 3.1.3 The contractor shall understand and agree that the County may request scheduling for paint service that may cross different County fiscal years.

#### 3.2 **Paint Requirements:**

- 3.2.1 The contractor shall provide paint suitable for the various surfaces that will require painting service: cement block, sheetrock, metal including doorframes and doors. Acceptable paints include Sherwin Williams Promar 200, or equal, egg-shell or semi-gloss finish, colors to be determined by the Sheriff's Department.
- 3.2.2 **Attachment Three** is an excerpt from the Boone County Sheriff's Department and Jail's initial painting. It is being provided as a guide for the various kinds of paints (latex, oil-based, and epoxy paints) that the contractor shall target for provision. The contractor shall note that the paints referenced in Attachment Three do not reflect recent developments in the paint industry and were used prior



to the Sheriff's Department and Jail being inhabited, therefore reference to some paints, e.g., "epoxy-based" paints, now may be considered unsuitable because of OVC off-gassing that will impact those who now inhabit the buildings, or because they will peel or crack. Therefore, the contractor shall provide and use paints and materials that are suitable for use in areas that people cannot vacate, or may not be adequately ventilated. In addition, the contractor shall be responsible for choosing paint products designed to not peel or crack when applied to existing paint surfaces.

### **3.3 Site Preparation Requirements:**

- 3.3.1 Site Preparation: At no additional cost to the County, and prior to conducting any painting, the contractor must prepare all paint surfaces in order to ensure successful application of new paint. Successful application shall mean that the new paint is suitable for the surface and adheres without cracking or peeling.
- 3.3.2 The contractor shall remove anything such as sealer, grease, oil and other materials that will interfere with successful painting. No painting shall occur if the paint surface is not considered clean, i.e., without full removal of all pre-existing surface materials and residuals.
- 3.3.3 The contractor must patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
- 3.3.4 As necessary, the contractor must install temporary signage, reflectorized striped safety tape, etc. in work areas as may be needed for safety.

### **3.4 Installation Requirements and Responsibilities:**

- 3.4.1 The contractor shall paint in accordance with all applicable manufacturer recommendations using experienced personnel.
- 3.4.2 All painting must be coordinated with the County's designees.

### **3.5 Repair and Clean-Up Responsibilities As Result of Contract Work:**

- 3.5.1 The contractor shall be responsible for and repair all damage to the County building, if due to neglect by the contractor's employees or subcontracted workers, and shall exercise reasonable care to avoid any damage to the building due to carelessness of their employees/workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters. The contractor shall be aware that some work is to be performed in a secure jail facility and all personnel are responsible for strict inventory of tools and security of their work area.
  - a. Disposal of Project Waste: The contractor shall be responsible for disposal of waste resulting from painting in accordance with section 260.211 of the current Revised Statutes of Missouri. No waste shall remain on site. At the end of each work day, the contractor shall remove

all waste and debris and shall leave the site neat and clean. Upon completion of all interior painting, the contractor shall return all moldings to the original locations as applicable.

- b. Defects: The contractor must promptly correct all defects for which the contractor is responsible.
- c. Subcontractors: The contractor may use subcontractors to perform some of the work, however, the contractor shall understand and agree that the contractor bears total responsibility for all work performed under the contract.

### **3.6 Warranty:**

3.6.1 The contractor shall warrant and guarantee that all work shall be in accordance with all contract requirements and shall not be defective. At minimum, the contractor shall provide the manufacturer's standard product warranty on the paint products used to complete painting for the Boone County Sheriff's Department and Jail.

- a. It is highly desirable that the contractor act as a liaison between the County and the manufacturer on all product issues which may arise regarding paint products used to perform contract work.
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty shall commence upon completion of all painting and acceptance by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care.
- e. The County will provide prompt notice of all defects to the contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
  - 1) Correction or Removal of Defective Work: If required by the County, the contractor shall promptly, as directed, either correct all defective work at no additional cost to the County. The contractor shall bear all direct, indirect, and consequential costs of such correction or removal including but not limited to related professional fees and charges.

### **3.7 Contractor Employee Screening and Security**

3.7.1 The contractor shall agree to on-site employee including subcontracted employee background screening conducted by the Missouri State Highway Patrol as detailed in

**Attachments One and Two.** All contractor personnel, including any subcontractor personnel, shall undergo a background check prior to entering the facility to begin contracted work.

### **3.8 General Employee Conduct Requirements:**

3.8.1 Discharge of Employees: Any employee of the contractor who is stationed at the site of the work and who otherwise is viewed as quarrelsome, dishonest, incompetent, or inexperienced in the opinion of the County shall be removed by the contractor upon written request of the County, and replaced by an employee who meets the acceptance of the County.

3.8.2 Subcontractors, Suppliers and Others: The contractor shall not employ any subcontractor, supplier, or other person or organization (including those acceptable to the County as indicated below), whether initially or as a substitute, whom the County may have reasonable objection. The contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work whom the contractor has a reasonable objection.

- a. If the County requires identity of any subcontractor, supplier, or other person or organization (including those who are to furnish the principal items of material and equipment) be submitted to the County in advance of the specified date prior to the effective date of the agreement or acceptance by the County, and if the contractor has submitted a list thereof in accordance with the project specifications, the County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the contractor shall submit an acceptable substitute at no additional cost to the County. No acceptance by the County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the County to reject defective work.

### **3.9 Prevailing Wage Requirements:**

3.9.1 Prevailing Wage: The contractor shall pay not less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The contractor further agrees that it shall forfeit as a penalty to the County of

Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the contractor pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the contractor by the County.

- a. The contractor and all subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- b. The contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. The contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.
- c. The County will check payrolls, with the following checks being made to insure proper labor compliance:
  - 1) The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll;
  - 2) Check the payroll for correct employee classification;
  - 3) Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate;
  - 4) Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
  - 5) All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll;
  - 6) All checking by the County will be made in red pencil and initialed by the checker;
  - 7) Final payroll will be marked "Final" or "last Payroll";
  - 8) A record of all payrolls will be maintained by the County.
- d. Throughout the life of the contract, a copy of the wage determination and the rules promulgated by the State of Missouri Department of Labor and

Industrial Relations shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.

- e. After completion of the work and before final payment can be made under this contract, the contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to the contractor a project which is determined to be applicable to prevailing wage law.

### **3.10 Invoice and Payment Requirements:**

- 3.10.1 The contractor must submit an itemized invoice upon completion of all requested painting and acceptance of the County. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.
- 3.10.2 The contractor's invoice, and as applicable packing slips and delivery tickets, must contain the County contract number. All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.
- 3.10.3 Payments: For any specific-area requested paint project with a projected completion date exceeding thirty (30) calendar days, the contractor shall be allowed payment in accordance with the following schedule:
  - a. No later than thirty (30) calendar days after receipt of an invoice from the contractor, the County will make partial payment to the contractor on the basis of a duly-certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the contractor, but the County will retain ten-percent (10%) of the amount of each such estimate;
  - b. Final payment will be made by the County no later than forty-five (45) calendar days after final acceptance by the County.
  - c. The contractor shall, by affidavit, submit to the Sheriff Department's designee, a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the surety on the bond. The acceptance by the contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the contract.

- d. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of the contract will be paid by the contractor, and the total amount of such costs will be included in the total project cost.
- e. The contractor shall pay for all materials, supplies, services, and equipment as follows:
  - 1) For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and;
  - 2) For all materials, tools, and other expendable equipment to the extent of 90-percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

3.10.4 Sales/Use Tax Exemption: The County will provide the contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

3.10.5 County's Right To Withhold Certain Amounts And Make Application Thereof: The County shall have the right to withhold from payments due to the contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the contractor for labor and services rendered and materials furnished in or about the work covered by the contract, or for liquidated damages. The County is by the contract appointed the agent of the contractor to apply such retained amounts to the payment of any of the foregoing.

**3.11 Work Changes:**

3.11.1 If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, no change shall proceed until after the County issues to the contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the contract shall be modified accordingly and only after authorization accomplished through a written contract amendment prepared by the Boone County Purchasing Office and approved by the Boone County Commission. Compensation to the contractor will be calculated as an addition to or deduction from the contract price, based upon such written terms as may be established by the County, either (a) by an acceptable lump sum proposal of the contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the contractor, the County may perform the work with its own staff or under separate contract with another contractor.

### **3.12 Transient Employers:**

3.12.1 Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

### **3.13 Protection Of Work:**

3.13.1 The contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

### **3.14 Insurance Requirements:**

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

- a. Employer's Liability and Worker's Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- i. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the 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; non-owned and both on and off the site of work.

- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
  
- g. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there shall be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
  
- h. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
  - i. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
  - ii. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
  - iii. **Certificate Holder**: The contractor shall add the **County of Boone** as a Certificate Holder, and send the completed certificate to:

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

### 3.15 Other Contract Terms and Conditions:

- 3.15.1 Assignment/Conveyance/Transfer of Contract: The contractor must be 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.
- 3.15.2 Assignment of Payment: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.
- a. No assignment by the contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
- “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”
- 3.15.2 Contract Period: The initial contract period shall run **Date of Award through Project Completion** as indicated in the winning proposal. As solely determined by the County, the contract shall continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.15.3 Liquidated Damages: Liquidated damages in the amount of \$250.00/day will be assessed for all calendar days exceeding the project completion date.
- 3.15.4 Cancellation Agreement: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may

allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

- 3.15.5 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.15.6 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 3.15.7 Pricing: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period.
- 3.15.8 Confidentiality: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.
- 3.15.9 Patents: The contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 3.15.10 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 3.15.11 Legal Requirements: The contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 3.15.12 Equal Opportunity: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein. The contractor shall comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with the contract, including procurement of materials and lease of equipment; therefore, in

accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

3.15.13 Domestic Purchasing Policy: The contractor is encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of the contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

3.15.14 Overhead Line Protection: The contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand and agree that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. The contractor expressly waives any action for contribution against the County on behalf of the contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

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

- a. The contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- b. The contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld

from all sums and amounts due under this provision when making payments to the contractor.

3.15.16 Bonds Requirements: If the contract is valued at \$50,000 or greater, then the following bond requirements shall apply:

- a. Performance Bond and Labor and Material Payment Bond: Upon award of the contract, the contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided by the County (see sample herein), each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of all contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills related to performance of contract tasks.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on June 7, 2018**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

##### 4.2 ORGANIZATION OF PROPOSAL:

4.2.1 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 offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.

4.2.2 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.

#### **4.3 OFFEROR'S CONTACTS WITH PURCHASING:**

4.3.1 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.

#### **4.4 VALIDITY OF PROPOSAL RESPONSE AND RESULTING CONTRACT:**

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

4.4.2 Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their offer. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

#### **4.5 EVALUATION OF PROPOSALS**

4.5.1 Evaluation and Award Process: 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 evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, proposed method of performance, and contractor support.

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

- 4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County. The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 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 must apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
  - b. 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.
  - c. 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.
  - d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 Evaluation of the Vendor's Experience and Reliability: The 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 providing paint services to other customers including public entities such as Boone County.
- a. Name other customers and/or government agencies/municipalities for which the vendor has provided painting services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- 4.5.6 Evaluation of the Vendor's Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's method of performance and contractor support. Therefore, the offeror should present a written narrative, which demonstrates the vendor's schedule for performing the painting project at the Boone County Detention Center. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.



- a. Offerors are cautioned about the use of specific words in the RFP. Where the words “must” or “shall” are used, they signify a required minimum function of system capacity that will heavily impact the offeror’s final response rating. 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.
- b. 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. Indicating that the vendor “Complies” or “Understands” the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor’s product capabilities.

4.5.8 Rejection / Withdrawal of Proposals Response:

- a. 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 offerors and to accept the proposal deemed to be in the best interest of the County.
- b. 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.
- c. 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. VENDOR RESPONSE AND PRICING PAGES

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: \_\_\_\_\_

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**REMINDER:** A Bid Bond is REQUIRED. Please refer to paragraph 1.10 for details.

(Continued on Next Page)

**5.1. PRICING:**

The offeror must submit a firm, fixed total price to paint the interior of the Boone County Sheriff's Department and Jail as specified herein. The total price must include all labor, paint, materials, supplies and support including required insurance and bonding necessary to completely perform specified painting services. The County shall pay no other costs.

**Line Item 1: Total Interior Paint Project Price:** \$ \_\_\_\_\_

All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., built into the total price.

**Itemization of Above Quoted Total Price Quoted for Line Item 1:**

The offeror shall provide an itemization of the above quoted total price for Line Item 1 below in the available space for each identified area:

**Labor, Materials and Supplies for Painting the Administrative Building:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price Administrative Building</b>			<b>\$</b>

**Labor, Materials and Supplies for Painting the Medical Office Managers Office including the Medical Records Area, and the Medical Office:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price Medical Office Managers Office including the Medical Records Area, and the Medical Office</b>			<b>\$</b>

**Labor, Materials and Supplies for Painting the Psychologist's Office:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item

<b>Total Price Psychologist's Office</b>			\$

**Labor, Materials and Supplies for Painting the A-Pod Control Room:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price A-Pod Control Room</b>			\$

**Labor, Materials and Supplies for Painting the B-Pod Control Room:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price B-Pod Control Room</b>			\$

**Labor, Materials and Supplies for Painting the C-Pod Control Room:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price C-Pod Control Room</b>			\$

**Labor, Materials and Supplies for Painting the Booking Room:**

Identification of Labor/Materials/Supplies	Quantity	Unit Price Per Each	Sub-Total Price for The Specific Item
<b>Total Price Booking Room</b>			\$

**Note:** The itemized prices must equal the total project price quoted for line item 1.

**5.2 Vendor's Experience and Reliability:**

The offeror should provide reference contact information below regarding provision of painting services similar to what is being offered to Boone County:

**Vendor's References:**

Company/Entity Name: \_\_\_\_\_

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

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

=====

Company/Entity Name: \_\_\_\_\_

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

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

**5.3 Proposed Method of Performance and Contractor Support**

**Project Time Line Detail:**

The vendor should identify below the beginning and end date for painting each identified area:

Project Task	Start Date - indicate in number of calendar days after receipt of order to begin painting	Completion Date – indicate in total number of work days and hours to complete painting the identified area
Painting the Administration Building	/calendar days ARO to	

	begin paint work	
Painting the Medical Office Manager's Office including the Medical Records Area	/calendar days ARO to begin paint work	
Painting the Medical Office	/calendar days ARO to begin paint work	
Painting the Psychologist's Office	/calendar days ARO to begin paint work	
Painting the A-Pod Control Room	/calendar days ARO to begin paint work	
Painting the B-Pod Control Room	/calendar days ARO to begin paint work	
Painting the C-Pod Control Room	/calendar days ARO to begin paint work	
Painting the Booking Room	/calendar days ARO to begin paint work	

**Single Point of Contact:**

Describe below how the vendor will perform as a single point of contact for the County regarding the painting project:

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**Direct or Subcontracted Work:**

Address in the space provided if the painting services will be done by the vendor's staff or if the vendor intends to use a subcontractor(s) to perform any of the painting work. If any subcontractors are to be used, then identify the subcontractor by name and location.

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**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

## 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.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

*(The vendor should complete and return with the proposal)*

**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 must attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date



Liz Palazzolo  
Senior Buyer



Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

**Options**

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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

**AFFIDAVIT**  
**(Only Required for Certification of Individual Bidder (Option #2))**  
*- see previous page -*

State of Missouri                    )  
  )ss  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

***Performance Bond Exhibit – To Be Completed At Time of Award***

The following is informational. Any performance bond prepared under a contract awarded by this RFP shall follow this format.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**CONTRACT NUMBER 24-14JUN18  
BOONE COUNTY DETENTION CENTER PAINTING PROJECT  
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

***Labor and Material Bond Exhibit – To Be Completed At Time of Award***

The following is informational. Any labor and material bond prepared under a contract awarded by this RFP shall follow this format.

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**CONTRACT NUMBER 24-14JUN18  
BOONE COUNTY DETENTION CENTER PAINTING PROJECT  
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:



1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: \_\_\_\_\_

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

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



**"No Bid" Response Form**

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

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

If the vendor does 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, e-mail or fax.

**Bid: RFP #24-14JUN18 – Interior Painting Services for the Boone County Sheriff's Department and Jail**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for Not Submitting Proposal Response :

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

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Revised 1/17/2018*

## ATTACHMENT ONE

### Contractor Background Screening Policy

As a normal business activity, Missouri law enforcement agencies may contract with external companies to perform various duties for their agency. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. In an effort to better streamline this process for contractors performing work at more than one Missouri law enforcement agency, the Missouri State Highway Patrol has implemented a program to manage these background check files centrally. This allows contractors to perform fingerprint checks and complete security awareness training requirements one time rather than with each contracting agency.

This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States or is a non-US Citizen, further steps may need to be taken. The MSHP Security Unit can provide more details regarding this process upon request. Qualification to work on contract will be based upon the following criteria:

- A felony conviction or guilty plea will be an automatic disapproval of the candidate.
- Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
- Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
- Any other misdemeanor convictions and guilty pleas **may** be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company, if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

Contractors will be required to undergo a background check at a minimum once every five years. To maintain up-to-date files, the MSHP Security Unit will perform name-based checks every two years or when a new contract is executed whichever is more frequent. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

The CSO or their designee will maintain a list of contractors who have been approved to work at the Missouri State Highway Patrol or other Missouri Law Enforcement Agencies.

If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five year limit.

The CSO for the Missouri State Highway Patrol has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at anytime.

ATTACHMENT TWO



Department of Public Safety  
**MISSOURI STATE HIGHWAY PATROL**  
Colonel Sandra K. Karsten, Superintendent



An  
Internationally  
Accredited  
Agency

**Eric R. Greitens**  
Governor

**Charles A. (Drew) Juden**  
Director

Date

Name

Company

Address

Address

Dear :

This packet contains information and documents that will help you complete the process to become compliant with two of the major FBI CJIS Security Policy requirements for contractors/vendors. In lieu of performing background checks and security awareness training with each agency your organization does business with in the State of Missouri, the Missouri State Highway Patrol (MSHP) CJIS Security Unit has developed a process to centrally manage the fingerprints and security awareness training for vendors/contractors. This will allow other agencies within Missouri to refer to the MSHP during audits for those specific policy requirements. Even though the MSHP is managing those two items, your company will be required to abide by any additional policies and procedures required by the agency with which you execute a contract.

Each employee from your company who requires unescorted physical and/or logical access to criminal justice information is required to undergo a fingerprint-based background check. To complete this process, please return the completed fingerprint cards, along with a check to cover the appropriate processing fees to the address listed below. Incomplete or partial documentation will not be processed.

Please provide the following documents for each employee requiring access:

Submit completed Fingerprint Card

Under Employer and Address – must indicate Company Name

Under Reason Fingerprinted – must indicate Contractor

Under ORI – must use MOMHP0070

Criminal background check fee of \$32.00 per applicant

Please remit payment for processing by check or money order payable to the "Criminal Record System Fund" of the Missouri State Highway Patrol. All documentation, including payment, must be returned to:

Missouri State Highway Patrol  
Criminal Justice Information Services Division  
Attn: Accounting Unit, Nikki Wrinkles  
1510 East Elm Street  
Post Office Box 9500  
Jefferson City, MO 65102-9500

Also included is a copy of the Contractor Background Screening Policy. This policy provides further guidance on the background screening process.

Upon the completion of the background check the Patrol will not release any information to the agency or to your organization in regards to the background checks. The Patrol will issue a response of either "Access Allowed" or "Access Not Allowed" for everyone. The Patrol will maintain a list of accesses allowed employees for your company.

Finally, FBI CJIS Security Policy section 5.2 requires that all personnel with physical and/or logical access to criminal justice information complete security awareness training and renew that training biannually for the duration of the contract. The MSHP has purchased a solution to provide and track this security awareness training for all your employees via the [www.cjisonline.com](http://www.cjisonline.com) portal. Please contact the CJIS Security Unit at the number below to set up your agency in the CJIS online system.

If you have any questions, please feel free to call the CJIS Security Unit at 573-526-6153, x2658.

Sincerely,

CHRISTOPHER S. JOLLY, Captain  
Criminal Justice Information Services Division

enc

RFP 24-14JUN18

Attachment Three – Original Paint Specifications  
Historical Information

BOONE COUNTY JAIL  
COLUMBIA, MISSOURI  
#88102.01  
ROOM FINISH SCHEDULE - FINAL  
MARCH 15, 1990  
REVISED MARCH 27, 1990

*Some information contained herein may pertain to other structural details about the Detention Center that houses the Sheriff's Department and the Jail. Any details presented about paint at the Center are intended for historical information only for the current paint project.*

REMARKS, BUILDINGS A, B, C AND D

GENERAL COMMENTS:

- A. ALL EXPOSED CONCRETE FLOORS TO HAVE APPLIED SEALER UNLESS NOTED OTHERWISE.
- B. PROVIDE METAL LATHE ON CEILING SUSPENSION SYSTEM AND COVER WITH TWO LAYER OS GYP. BD. AT GYP 2 AND GYP 2E. FINISH SCHEDULE FOR LOCATIONS.
- C. EPOXY PAINTED BASE DIFFERENT COLOR THAN WALLS.

SPECIFIC COMMENTS:

1. NO QUARRY TILE BASE AT EXPOSED SPLIT FACE CONCRETE BLOCK WALL.
2. SPLIT FACE CONCRETE BLOCK WALL OCCURS BETWEEN LOBBY A002 AND A010.
3. GYPSUM BOARD ON 7/8" FURRING CHANNELS.
4. PROVIDE NO BASE AT EXPOSED CONCRETE FLOOR AREA.
5. REFER TO REFLECTED CEILING PLAN FOR LOCATION OF CEMENT PLASTER CEILINGS.
6. CEILING HEIGHT TAKEN FROM TOP OF RAISED FLOOR.
7. QUARRY TILE AT FLOOR SHALL RUN INTO THE WALK-IN COOLER AND WALK-IN FREEZER. SEE DETAILS.
8. METAL DOOR AND FRAME TO BE PAINTED WITH EPOXY PAINT IN CONTRASTING COLOR FROM WALL PAINT.
9. 2 PAINTED ACCENT STRIPS IN CONTRASTING COLORS. PAINT TYPE SAME AS BALANCE OF WALL.
10. ALL DETENTION FURNITURE TO BE PAINTED WITH EPOXY PAINT IN CONTRASTING COLOR FROM WALL PAINT.
11. BASE, WALLS AND CEILINGS IN SHOWER ALCOVES TO BE PAINTED WITH EPOXY PAINT.
12. PROVIDE HOLD-DOWN CLIPS AT ACOUSTICAL TILE CEILING PANELS.
13. EACH SIDE OF METAL DOOR AND FRAME AT PLUMBING CHASES WILL BE PAINTED W/EPOXY PAINT. THE CHASE SIDE OF THE ASSEMBLY WILL BE THE SAME COLOR AS THE ROOM SIDE.
14. ADD LIQUID HARDENER AT FLOOR.
15. GYPSUM BOARD ON 7/8" FURRING CHANNELS AT INTERIOR WALL. REFER TO WALL TYPES FOR EXACT LOCATION.
16. DELETE FINISHES BY ALTERNATE #1. REFER TO DETAIL 34/A17 FOR CHANGES OF WORK AND FINISHES UNDER ALTERNATE #



BOONE COUNTY JAIL  
COLUMBIA, MISSOURI  
#88102.01  
MARCH 15, 1990  
REVISED MARCH 27, 1990  
REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

PAGE 2

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
06200	Finish Carpentry			
	Plastic Laminate Countertops Window Sills	L-1	All Areas Specified	Formica, 950 Ecrú, Matte Finish
	Plastic Laminate Wall & Base Cabinets Shelves Trim at Room A006	L-2	All Areas Specified	Formica, 911 Dawn, Matte Finish
	Fiberglass Board			Fire-X-Glasbord, Color E#BES383P Almond
07415	Preformed Roof Panels			
	Wall Panels & Trim			Armco, Steelix, Pacific Blue
	Soffit System			Rollex, Bronze
07620	Sheet Metal Flashing & Trim			Armco, Steelix, Pacific Blue
07930	Sealants		Interior/Exterior At Primary Field Brick  At Aluminum Framing	Field Brick Mortar Color: Tan Color: Medium Bronze
08110	Hollow Metal Frames			See Section 09900, Painting
	Wood Doors			See Section 09900, Painting
09260	Gypsum Wallboard System			See Section 09900, Painting
09330	Quarry Tile	QT-1	Floor/Base Per Finish Schedule	American Olean, Q06 Fawn Gray, Thin Set, Extruded, 6"x6"

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
		QT-2	Floor/Base Per Finish Schedule	<u>American Olean</u> , Q06 Fawn Gray, Full Set, Abrasive Grain, 6"x6"
			Grout	<u>TEC</u> , 915 Light Smoke
09510	Acoustical Ceilings	AC-1	Per Finish Schedule	<u>USG</u> , Auratone, Fissured, 24x48 w/Square Edges, Color: Manila
09666	Resilient Tile Flooring	VCT	Per Finish Schedule	<u>Armstrong</u> , Imperial Texture, 51905 Hazelnut, 12"x12"
09666	Rubber Base	R	Per Finish Schedule	<u>Johnsonite</u> , 4"H, Coved, DC-60, Taupe
09680	Carpet	CPT	Per Finish Schedule	<u>Mohawk</u> , Supertron, SUP/101, Dark Rose
09900	Painting Exterior:		Bollards, Steel Lintels	<u>Sherwin Williams</u> , Dolphin SW1034
			Gutters	<u>Armco</u> , Steelox, Pacific Blue
			Leaders	<u>Armco</u> , Steelox, Bronze
			Sheet Metal Flashing & Trim	<u>Armco</u> , Steelox, Pacific Blue
			Hollow Metal Doors & Frames	<u>Sherwin Williams</u> , Dolphin SW1034
			Tube Framing Support System and Sleeves	<u>Sherwin Williams</u> , Dolphin SW1034

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

SECTION	MATERIAL	CODE	LOCATION	MANUFACTURER/DESCRIPTION
	Exterior (Cont'd.)		Barrier Gates & Associated Posts, Steel Columns & Metal Fabrication on the interior of all penthouses	Sherwin Williams, Rhythm & Blues SW1244
	Interior - Administration Building A		*Note: See Attached Room Finish Schedule with revised date of 10/4/90 for wall paint location and for specified paint type.	
		P-1	Primary Wall Paint, Steel Columns Within Wall Exposed to View	Epoxy, Sherwin Williams, Nouveau White SW1060 Latex, Sherwin Williams, Nouveau White SW1060
		P-2	Neutral Wall, Ceiling Paint, & Precast Ceiling Paint, Steel Columns Within Wall Exposed to View	Epoxy, Sherwin Williams, Neutral Ground SW1130 Latex, Sherwin Williams, Neutral Ground SW1130
		P-4	All H.M. Door Frames, Window Frames, and H.M. Doors (Where Scheduled) From Column Line 3.2 East	Oil Base, Sherwin Williams, Deep Maroon SW1287
		P-5	All H.M. Door Frames, H.M. Window Frames, H.M. Doors and their respective window vision frames within each door and Sliding Door Housing Assembly (Where Applicable) from Column Line 3.2 West, <u>Excluding</u> Doors A069, A070, A075,	Epoxy, Sherwin Williams, Retro Rose SW1047 Oil Base, Sherwin Williams, Retro Rose SW1047

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
Building A (Cont'd.)	P-5 (Cont'd.)		A077, A078, A084, A085, A086 and A087 and their respective window vision frames within each Door Note: Door A058B and Frame shall be painted P-5 (Retro Rose) on Room A059 side and painted P-4 (Deep Maroon) on Room A058 side	
			Detention Furnishings: Stools	
			Panel Dividers in Non- Contact Visitation Rooms	
			Steel Stair Assemblies, Guardrail	
		P-5	Base Paint (8" High Band) at Main Connecting Corridors and Sally Ports	Epoxy, <u>Sherwin Williams</u> , Retro Rose SW1047
P-6	Holding Cell Wall & Precast Ceiling Paint	Epoxy, <u>Sherwin Williams</u> , Powder Blue SW1514		
P-8	Detention Furnishings: Bunks	Epoxy, <u>Sherwin Williams</u> , Erie Island SW1477		
P-11	Wood Door Stain (Where Scheduled)	<u>Sherwin Williams</u> , Interior Oil Stain, Rosewood.		

BOONE COUNTY JAIL  
COLUMBIA, MISSOURI  
#88102.01  
MARCH 15, 1990  
REVISED MARCH 27, 1990  
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MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

PAGE 6

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
Building A (Cont'd.)		P-14	Corridors A060, A092, A102 and Sally Ports A058 and A059 Accent Bands shall be painted as shown on bottom elevation of attached Suppl. Dwg. 36, Sheet 1 of 2 (Attached).  Accent bands shall occur on long walls only. No banding shall occur at end walls of those corridors. See attached Suppl. Dwg. #72, Sheet 1 of 1 (Attached). Arrow symbol indicates where accent banding shall stop.  No accent band shall occur in Sally Ports A103 and A104.  No accent bands at following in-processing areas and corridors: A074, A071, A066, A065, A106, A113.	Epoxy, <u>Sherwin Williams</u> , Keepsake Mauve, SW1286
		P-15	The following H.M. Doors and their respective window vision frames within each door: A069, A070, A075, A077, A078, A084, A085, A086 and A087.	Epoxy, <u>Sherwin Williams</u> , Lost Atlantic SW1251

BOONE COUNTY JAIL  
COLUMBIA, MISSOURI  
#88102.01  
MARCH 15, 1990  
REVISED MARCH 27, 1990  
REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

PAGE 7

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
	Interior - Buildings B, C & D			
				*Note: See Attached Room Finish Schedule with revised date of 10/4/90 for wall paint location and for specified wall, ceiling paint type.
		P-1	Primary Wall Paint, Steel Columns Within Walls Exposed to View	Epoxy, <u>Sherwin Williams</u> , Nouveau White SW1060 Latex, <u>Sherwin Williams</u> , Nouveau White SW1060
		P-2	Neutral Wall & Ceiling Paint, Exposed Precast Concrete in Control Rooms	Epoxy, <u>Sherwin Williams</u> , Neutral Ground SW1130 Latex, <u>Sherwin Williams</u> , Neutral Ground SW1130
		P-3	Dayroom Accent Wall Paint, Buildings B & C	Epoxy, <u>Sherwin Williams</u> , Impressionist Sky SW1205
		P-6	Holding Cell Wall & Precast Ceiling Paint	Epoxy <u>Sherwin Williams</u> , Powder Blue SW1514
		P-7	Holding Cell Wall & Precast Ceiling Paint	Epoxy, <u>Sherwin Williams</u> , Blue Glimpse, SE1479
		P-8	Detention Furnishings: Desks, Concrete Bunks, Metal Bunks & Grab Bars (Where Applicable)	Epoxy <u>Sherwin Williams</u> , Erie Island SW1477
		P-9	Detention Furnishings: Desks, Concrete Bunks, Metal Bunks & Grab Bars (Where Applicable)	Epoxy, <u>Sherwin Williams</u> , Berry Blue, SW1512

BOONE COUNTY JAIL  
COLUMBIA, MISSOURI  
#88102.01  
MARCH 15, 1990  
REVISED MARCH 27, 1990  
REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

PAGE 8

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
	Interior Bldgs. B, C & D (Cont'd.)	P-10	All Holding Cell H.M. Doors, and their respective vision frames & other accessories within each door at Bldgs. B & C. (Exclude sliding door housing assembly.)	Epoxy, <u>Sherwin Williams</u> , Celtic Blue SW1243
		P-11	Wood Door Stain (Where Scheduled)	<u>Sherwin Williams</u> , Interior Oil Stain, Rosewood
		P-5	All H.M. door frames, H.M. window frames, H.M. doors (including window frames on Sally Port C112 and C120 side), and sliding door housing assembly (where applicable), exclude all holding cell H.M. doors and H.M. window frames only on dayroom side. See Paint Code P-10 & P-13	Epoxy, <u>Sherwin Williams</u> , Retro Rose, SW1047  Oil Base, <u>Sherwin Williams</u> , Retro Rose, SW1047
		P-13	All Hollow Metal Window Frames on Dayroom Side Including 1'-0" Horizontal Band Between Glazing - See Revised Suppl. Dwg. 36, Sheet 2 of 2 (Attached).  Dayroom Table Bases	Epoxy, <u>Sherwin Williams</u> , Filtered Sun, SW1646

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

SECTION	MATERIAL	CODE	LOCATION	MANUFACTURER/DESCRIPTION
Interior Bldgs. B, C & D (Cont'd.)		P-14	Horizontal Accent Band At Inner Core Corridors Surrounding the Control Rooms and at Main Connecting Corridors B100, C100, D100, Sally Ports B103, C101 as follows:  Corridors B100, C100 and D100 accent bands shall be painted as shown on bottom elevation of Revised Suppl. Dwg. 36, Sheet 1 of 2 (Attached).  Accent bands shall occur on long walls only. No banding shall occur at end walls of those corridors. See Suppl. Dwg. 72, Sheet 1 of 1 (Attached). Arrow symbol indicates where accent banding shall stop.  Sally Ports B103 and C101 accent bands shall be painted as originally shown on top elevation of Revised Suppl. Dwg. 36. Sheet 1 of 2 (Attached).	Epoxy, <u>Sherwin Williams</u> , Keepsake Mauve, SW1286



BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
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Interior  
 Bldgs. B, C & D  
 (Cont'd.)

P-14  
 (Cont'd.)

Accent bands at corridors surrounding the control room at Buildings B and C shall occur on the dayroom side of the corridor wall and remain as shown on top elevation of Rev. Suppl. Dwg. 36, Sheet 1 of 2 (Attached). No Banding Required on Control Room side of the corridor wall.

P-5 Base Paint (8"H Band)  
 @ Inner Core Corridors Surrounding the Control Rooms and at Main Connecting Corridors & Sally Ports.

Epoxy, Sherwin Williams,  
 Retro Rose, SW1047

Steel Stair Assemblies, Floor Hatch & Electrical Panelboard within each Control Room.

Oil Base, Sherwin Williams,  
 Retro Rose, SW1047

P-6 Steel Stair, Handrails and Guardrail Assemblies @ Dayrooms, Bldgs. B & C

Epoxy, Sherwin Williams,  
 Powder Blue, SW1514

09952 Heavy Duty Vinyl Wallcovering

WC Women's Locker, Shower Room;  
 Men's Locker, Shower Room

Mipolam, Wallcovering  
 Matte Finish #1314

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
10160	Toilet Partitions		All Areas Specified	<u>Global</u> , Almond #1040
10500	Standard lockers		Men's Locker Room A039	<u>Medart</u> , Taupe
			Women's Locker Room A036	<u>Medart</u> , Taupe
10501	Storage Lockers		Evidence, Room A029	<u>American</u> , New Sand
10522	Fire Extinguisher Cabinets	FEC		Standard Factory Finish: White
10670	Storage Shelving		Shelving Super- structure, Room A023	<u>Meta Lundia</u> , Putty
			Exposed End Panels & Backs, Room A023	<u>Micarta</u> , Putty
11190	Detention Furnishings			See Section 09900, Painting
11400	Unit Kitchens Upper & Lower Cabinets			<u>Dwyer</u> , Almond
12350	Prefabricated Laminated Casework			
	Wall, Base Cabinets		All Areas Specified	<u>Nevamar</u> , Buff Beige S-2-67T, Textured
	Countertop		All Areas Specified	<u>Nevamar</u> , Buff Beige S-2-67T, Textured

BOONE COUNTY JAIL  
 COLUMBIA, MISSOURI  
 #88102.01  
 MARCH 15, 1990  
 REVISED MARCH 27, 1990  
 REVISED OCTOBER 4, 1990

MATERIAL AND COLOR SELECTION SCHEDULE - FINAL

<u>SECTION</u>	<u>MATERIAL</u>	<u>CODE</u>	<u>LOCATION</u>	<u>MANUFACTURER/DESCRIPTION</u>
	Electric Water Cooler			<u>Elkay</u> , Sandalwood Vinyl
15600	Fan Coil Units			<u>McQuay</u> , Standard Factory Finish; Mist Gray
				<u>International</u> , Standard Factory Finish Champagne Beige
	Chiller			Standard Factory Finish
	Exterior Wall Louvers			<u>Armco</u> , <u>Steelex</u> , Pacific Blue
	Interior Louvers, Grilles, Registers & Diffusers		Floor Units, Wall Units, Ceiling Units	<u>Kruger</u> , Off White
16211	Generator			<u>Sherwin Williams</u> , Chapel Stone SW1155
16471	Panelboards			Per Specifications, Standard (Grey Enamel) Factory Finish, Field Paint, See Section 09900 Painting

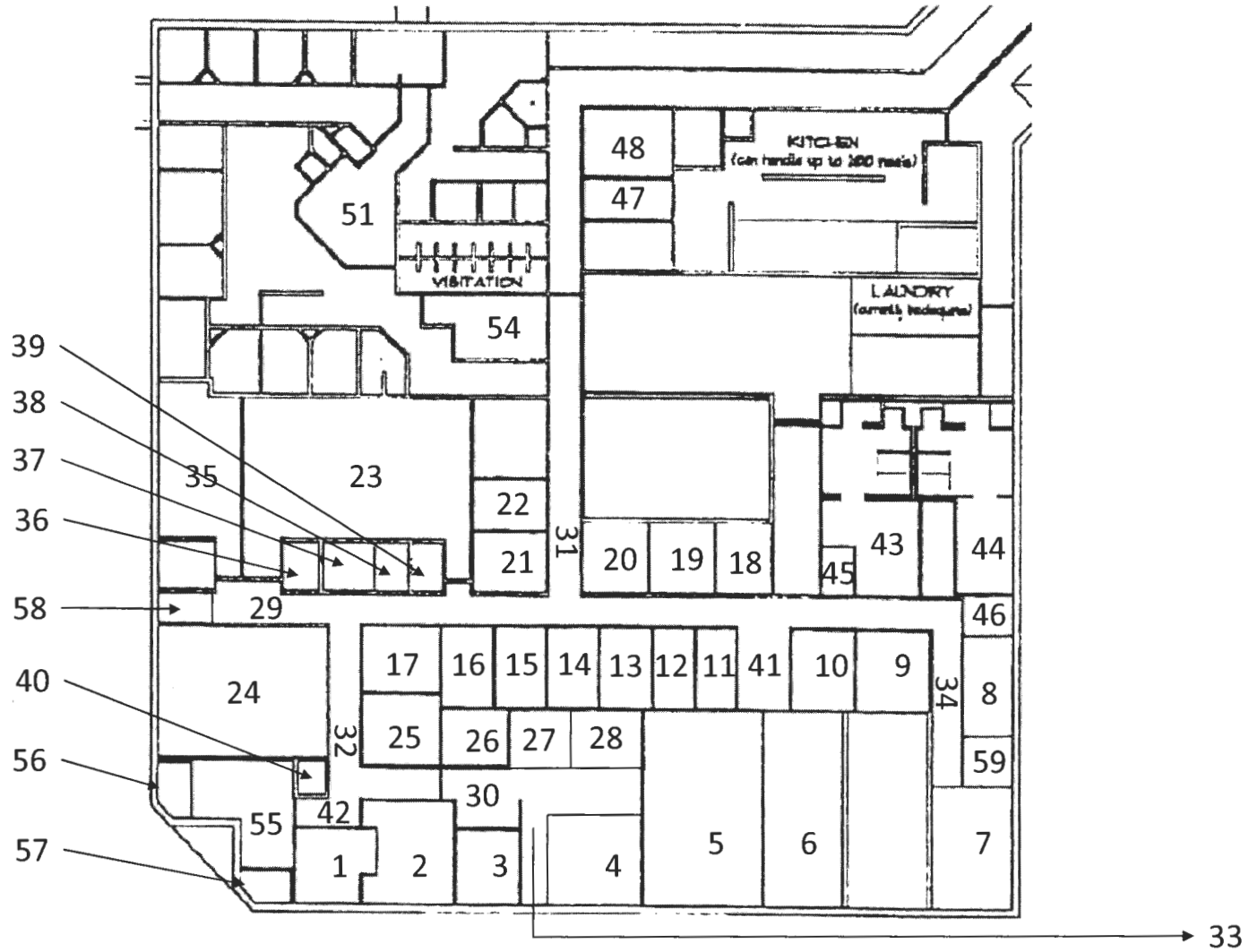
## Attachment Four - Layout and Measurements

Room Number - Common Name See Layout	Measurement 1 in feet	Measurement 2 - in feet	Room Square Footage	
1	Ayers	12.5	12	150
2	Sheriff	14.5	16	232
3	Services Capt.	12	10	120
4	Conference room	13	16.5	214.5
5	Records	19	29.5	560.5
6	Squad room	13	29.5	383.5
7	Patrol Sgts office	19	12	228
8	Office storage	7	15	105
9	Evidence Custodian	12	11	132
10	Patrol Lts.	10	12	120
11	Interview #1	12	6	72
12	Interview #2	12	6	72
13	Det. O'Sullivan	12	8	96
14	Det. Vessar	12	8	96
15	Det. Perkins	12	8	96
16	Det. Luntsford	12	8	96
17	Det. Sgt. Wilson	10	12	120
18	Patrol Capt.	11	10	110
19	Det. Chinn	10.5	10	105
20	Det. Lester	11	10	110
21	IT Office	12	9.5	114
22	Detention Sgts	7.5	12	90
23	Admin. Training	31	37.5	1162.5
24	Info Center	20	27	540
25	Chief Deputy	12.5	11	137.5
26	Budget Admin	9	12.5	112.5
27	Civil Process	8.5	9	76.5
28	Inmate Accounts	8.5	9	76.5
29	Main hallway	4.5	141	634.5
30	Services hallway	45	4.5	202.5
31	Jail hallway	18	4.5	81
32	Chief Deputy hallway	31	4.5	139.5
33	Bailey hallway	17	5	85
34	Patrol Sgt hallway	24	7	168
35	Breakroom	28	12.5	350
36	AV Closet	8	6	48
37	Armory supply	8	8	64
38	Women hall bathroom	8	5	40
39	Men hall bathroom	8	5	40
40	Info Center bathroom	6	5	30
41	Kitchenette by squad	13	8.5	110.5
42	Ayers foyer	6	4.5	27
43	Mens locker room	14	24.5	343

## Attachment Four - Layout and Measurements

Room Number - Common Name See Layout	Measurement 1 - in feet	Measurement 2 - in feet	Room Square Footage	
44 Womens locker room	14	19	266	
45 Mens locker foyer	5	7	35	
46 Womens locker foyer	7	6	42	
47 Jail medical office	8	11	88	
48 Jail medical exam	10.5	11	115.5	
49 Jail psych office	15	11.5	172.5	
50 Jail medical records	11.5	15	172.5	
51 A-pod control room	26	14	364	
52 B-pod control room	20.5	16.5	338.25	
53 C-pod control room	20.5	16.5	338.25	
54 A-pod booking room	10	20	200	
55 Main Lobby **	16	16.5	264	
56 CCW room**	5	8	40	
57 Lobby Bathroom**	5	8	40	
58 North Foyer	7	7	49	
59 South Foyer	4.5	9	40.5	
<b>TOTALS</b>		<b>742</b>	<b>770</b>	<b>10,023.00</b>

Layout of Rooms – see previous page for key to room numbers and measurements.



RFP 24-14JUN18

Attachment Four – End

Layout of Rooms – see previous page for key to room numbers and measurements

