COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR SECURITY WINDOW FILM

RFP #32-14JUN19 Release Date: May 14, 2019

Pre-proposal Conference with Site Visit to take Measurements Scheduled for Monday, May 20, 2019 starting at 9:30 A.M. Location: Conference Room 214 in the Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201

Submittal Deadline:

June 14, 2018

not later than 1:00 p.m. central time

Boone County Purchasing 613 E. Ash Street, Room 110 Columbia, Missouri 65201 Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

Phone: (573) 886-4391 Fax: (573) 886-4390 E-mail: mbobbitt@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 32-14JUN19 - Security Window Film

Sealed proposals will be accepted until 1:00 p.m. on Friday, June 14, 2019 in the Boone County Purchasing Office, Boone County Annex Building, Room 110, 613 E. Ash Street, Columbia, MO 65201.

A pre-proposal conference with site visit to take measurements will be held on Monday, May 20, 2019, 9:30 a.m. in the Boone County Government Center, Conference Room 214, 801 E. Walnut Street, Columbia, MO 65201

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org or download from the Boone County Web Page at http://www.showmeboone.com.

Melinda Bobbitt, CPPO, CPPB Director of Purchasing

Insertion: Tuesday, May 14, 2019 COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
 - a) **Proposal Closing:** All proposals shall be **delivered before 1:00 P.M.**, central time, on Friday, June 14, 2019 to:

Boone County Purchasing Department Melinda Bobbitt, CPPO, Director 613 E. Ash Street, Room 110 Columbia, Missouri 65201-4460

RFPs will be opened shortly after 1:00 p.m. in the Conference Room of the Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

- b) The County will not accept any proposals received after 1:00 P.M. and will return such late proposals to the Offeror.
- c) When submitting a proposal, the Offeror must submit one (1) original and one (1) copy of the proposal (total of two), plus an electronic copy of the original proposal on a thumb drive (USB memory stick). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.

f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for the furnishing, delivery and installation of **Security Window Film** as set forth herein.
- 2.1.2 Organization This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the proposal opening and preferably no later than 5:00 p.m., Thursday, June 6, 2019. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.
 - Melinda Bobbitt, CPPO
 Director of Purchasing
 613 E. Ash Street, Room 110
 Columbia, Missouri 65201
 Phone: (573) 886-4391

Fax: (573) 886-4390

E-mail: mbobbitt@boonecountymo.org

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



3. SCOPE OF SERVICES

3.1. GENERAL

3.1.1. General:

The County requests bids for the furnishing, delivery and installation of **Security Window Film** for several Boone County offices located in the Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201. The intended purpose for the security window film will be to delay or deter an active shooter from easily gaining entry to county offices in order to provide additional time for staff and the public to run, hide, or fight.

3.1.2. Pre-Proposal Conference with Site Visit for Vendor to take Measurements:

A pre-proposal conference with walk-thru will be conducted on Monday, May 20, 2019 starting at 9:30 a.m. in the Boone County Government Center, Conference Room 214, 801 E. Walnut Street, Columbia, Missouri. The pre-proposal conference will be held to address any questions potential bidders may have about the RFB document and the County's requirements about Security Window Film. A walk-thru will immediately follow and vendors will be allowed to take measurements during this time.

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.

3.1.3. Offeror Responsibility:

The Offeror is expected to be thoroughly familiar with all specifications and requirements of this RFP. The Offeror's failure or omission to examine any relevant form, article, site or document will not relieve the Offeror from any obligation regarding this RFP. By submitting a proposal response, the Offeror is presumed to concur with all terms, conditions and specifications of this RFP.

3.1.4. Door Background:

- The doors are a solid core particle board type made with veneers.
- The handles are Beast, model number 35H-7-E-14J-625.
- Fire rating varies from none to 60 minutes.
- The glass is 1/4".

3.2. GENERAL REQUIREMENTS

3.2.1. Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing, delivery and installation of **Security Window Film** and to provide all labor, materials, tools, equipment, transportation, services, and supervision for project located at the Boone County Government Center.

3.2.2. Quantity:

The County estimates the total square feet for installation will be approximately 1,182. This is for doors and windows located in offices inside the Boone County Government Center (see Response Form, section 4). The Contractor is responsible for actual measurements (see paragraph 3.1.2.).

3.2.3. Product with Application:

Offeror shall thoroughly describe their solution including their product and application. Describe your recommendation for how to handle the wood stocks and the blinds in the Commission office.

Following is a product the County has viewed in the past. Offeror is welcome to submit this product in one proposal response, and if you have a different solution you recommend, may also submit a second proposal response with an alternate product/method.

Avery Denniston (formerly HanitaTek), SafetyZone 8MIL – Clear with DOW 995 or approved equal

Doors: 8 mil clear on the interior, anchored to frame.

Windows: 8 mil clear on interior. Adhesive shall be DOW995 or equal around frame.

If offering a proposal for this product, thoroughly explain your application process in your proposal response.

3.2.4. Warranty:

Minimum 12-year commercial warranty to cover film against peeling, cracking, discoloration, and deterioration. Provide warranty information with bid response.

3.2.5. Experience:

Offeror must have been in business a minimum of five years, and lead installer must have a minimum of five years of experience.

3.2.6. Scheduling of project: Following award of contract, Contractor must coordinate and schedule the project by contacting Doug Coley, Facilities Maintenance Manager, phone: 573-886-4401 or email: DColey@boonecountymo.org. You are NOT to contact Doug while the RFP is on-going. All questions shall be directed to Purchasing.

3.2.7. Work Hours:

It is preferred that the contractor shall provide service during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:30 P.M. Arrangements can be made to work on a Saturday with a County staff member present.

3.2.8. Delivery of Service:

All service shall be performed in a timely manner within thirty (30) business days of the County's request or as otherwise scheduled and agreed between the contractor and the County. The contractor must communicate all delays of service delivery to the County promptly. The County reserves the right to obtain product and service elsewhere in the event the contractor fails to deliver requested product and service, and to charge the contractor the difference in cost between the contract price for product and service and the cost the County must bear for the contractor's failure to deliver ordered product and service.

3.2.9. Work Quality and Work Tasks:

All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards installation of security window film. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.

3.2.10. Final Inspection and Approval:

The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

3.2.11. Equipment Safety:

The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.

3.2.12. Property Damage:

The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

3.2.13. Trained and Certified:

Installers must be certified and approved to install the selected product by the manufacturer.

3.2.14. Permits Requirement:

The contractor shall be responsible for obtaining any and all required permits in order to conduct security window installation under the contract. The contractor shall build the cost to obtain necessary permits into project pricing quoted on the Vendor Response and Pricing Pages.

3.3. Contract Terms and Conditions:

- 3.4.1. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 3.4.2. Offeror must clearly state any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

3.4. The Contractor shall provide insurance as follows:

- **3.4.1. Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- **3.4.2. Employers Liability and Workers Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide 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 or provide evidence of monopolistic state coverage. 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 this 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.

3.4.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 3.4.4. **Business Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- **3.4.5. Subcontractors:** 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 Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
- **3.4.6. Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or

Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- **3.4.7. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, 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 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 contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 3.4.8. 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.
- 3.4.9. 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.

3.4.10. Certificate Holder address:

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

3.5. Cancellation Agreement:

The County reserves the right to cancel the contract 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 this contract may be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach but is not required to do so.

3.6. Billing and Payment:

Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed. Pricing shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **security window film installation** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight**

Prepaid and Allowed (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

3.7. Employment of Unauthorized Aliens Prohibited:

The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3.8. Non-Prevailing Wage Work:

Due to awarded contract going to be \$75,000 or less, Missouri prevailing wage does not apply.

3.9. 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 Contractor on-site which meets the requirements of 292.675 RSMo.

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.**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.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

- 4.1.1.1. When submitting a proposal, the Offeror must submit one (1) original and one (1) copy of the proposal (total of two), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
 - a. The Offeror shall submit the proposal to:

Boone County Purchasing Department Attn: Melinda Bobbitt, CPPO, Director of Purchasing 613 E. Ash Street, Room 110 Columbia, MO 65201

- b. The proposals must be delivered no later than 1:00 p.m. on June 14, 2018. Proposals will not be accepted after this date and time.
- 4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.
- 4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

- 4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- **4.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

- 4.1.3.1. 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) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Method of Performance
 - b. Experience/Expertise

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror and/or presentation of their product proposed with a tour of the vendor's facility, if deemed necessary by the County. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

- 4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder's final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response/Pricing Page

The price quoted shall be firm and fixed, and shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **Security Window Film** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Company Name:		
Address:		
Telephone:	Fax:	
Federal Tax ID (or Social Security #):	
Print Name:	Title:	
Signature:	Date:	
E-Mail Address:		

5.1. Pricing:

The price quoted shall be firm and fixed, and shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to perform **Security Window Film** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Complete the Square Foot, Unit Cost, Extended Cost, and Manufacturer name & model below. Price includes film, adhesive and install.

Department	Descripti on	# of Panes	Sq. Ft.	Unit Cost/Sq. Ft.	Extended Cost
Collector Room 118 +	Doors &	5		\$	\$
Conference Room 122	Windows				
Assessor Room 143, +	Doors &	17		\$	\$
Conference Room 332	Windows				
Recorder of Deeds,	Doors &	8		\$	\$
Room 132	Windows				

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Boone County Clerk, Room 236 + Conference Rooms 223, 245, 243 would add 2)	Doors & Windows	31	\$	\$
Conference Room 242	Doors & Windows	2	\$	\$
Treasurer, Room 205	Doors & Windows	6	\$	\$
Legal Counsel, Room 211	Doors & Windows	11	\$	\$
Conference Room 214	Doors	2	\$	\$
Information Technology, Room 220	Doors	2	\$	\$
Auditor, Room 304 + Conference Room 306	Doors & Windows	8	\$	\$
Resource Management Conference Room 332	Doors & Windows	5	\$	\$
Resource Management, Room 315	Doors & Windows	6	\$	\$
Commission Conference room 338	Sidelite Only	1	\$	\$
Commission, Room	Doors	2	\$	\$
Conference Room 301 (outside of doors)	Doors	2	\$	\$
	TOTAL			\$
Security film bid for Windows: Manufacturer & Model				
Security film bid for Doors: Manufacturer & Model 5.2 Response Time:	11 (6 1	1 .	oonse time to be on-si	

5.2. Response Time: Identify the vendor's response time to be on-site to begin the project after request from the County, not to exceed thirty (30) calendar days:

	Calendar	Days to	Begin	Project	After	Receipt of	Order	and No	otice to
Proceed									

5.3. Project Completion: The bidder should provide a total number of days for completing the project:

Calendar Days to complete project following Notice to Proceed from

5/14/19

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al ould ust do
y

Debarment Certification (Please complete and return with Proposal Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, <u>Federal Register</u> (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.
- Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative	/e
Signature	Date

Boone County Purchasing



Melinda Bobbitt, Director 613 E. Ash St., Room 110 Columbia, MO 65201 Phone: (573) 886-4391

Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when 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:

 $\frac{\text{http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD$

Please complete and return form Work Authorization Certification Pursuant to 285.530 RSMo if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.

If you are an Individual/Proprietorship, then you must return the attached Certification of Individual Bidder. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the Certification of Individual Bidder. If you choose option number two, then you will also need to complete and return the attached form Affidavit.

COUNTY OF BOONE - MISSOURI WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)			
State of)	SS		
My name is	I am ar	n authorized age	nt of
(Bidder)	This business is enro	olled and particip	pates in a federal
work authorization program for	all employees working	g in connection	with services
provided to the County. This be	isiness does not know	ingly employ an	y person that is ar
unauthorized alien in connection	n with the services be	ing provided. Do	cumentation of
participation in a federal wor	k authorization prog	ram is attached	to this affidavit.
Furthermore, all subcon-	ractors working on th	is contract shall	affirmatively state
in writing in their contracts that	they are not in violati	on of Section 28	5.530.1, shall not
thereafter be in violation and su	bmit a sworn affidavi	t under penalty o	of perjury that all
employees are lawfully present	in the United States.		
	Affiant		Date
	Printed 1	Name	
Subscribed and sworn to before	me this day of _	, 20_	
		Notary Public	

Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling.

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.

 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. I do not have the above documents, but provide an affidavit (copy attached – see following page) which may allow for temporary 90-day qualification. I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen. 		
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-	3.	pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States
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	2.	attached - see following page) which may allow for temporary 90-
	1.	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

AFFIDAVIT

(Only Required for Certification of Individual Bidder (Option #2)

(see previous page)

State of Missouri)	
)SS. County of)	
	least eighteen years of age, swear upon my oath that I am classified by the United States government as ent residence.
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
On the date above written _ that the facts contained in the foregon knowledge, information and belief.	appeared before me and swore bing affidavit are true according to his/her best
	Notary Public
My Commission Expires:	

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

	(xeerenees of summar services for governmental agencies are preferred	4)
1.	Prior Services Performed for:	

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

Boone County Standard Terms and Conditions

- 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 resubmittal 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.
- 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.

5/14/19

- 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.

AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

County of)	
)ss)ss)	
My name is	I am an authorized agent of
(Comp	pany). I am aware of the requirements for
OSHA training set out in §292.675 Revised	d Statutes of Missouri for those working on
public works. All requirements of said st	atute have been fully satisfied and there has
been no exception to the full and complete	compliance with said provisions relating to the
required OSHA training for all those who	performed services on this public works
contract for Boone County, Missouri.	
NAME OF PROJECT:	
	Affiant Date
	Printed Name
Subscribed and sworn to before me this	day of, 20
	Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.



"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street, Room 110 Columbia, MO 65201

Melinda Bobbitt, CPPO, Director of Purchasing (573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list <u>for</u> <u>this service/commodity</u>, please remove form and return to the Purchasing Department by mail or fax.

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

Bid: 32-14JUN19 – Security Window Film

Business Name:Address:		
Telephone:		
Contact:		
Date:		
Reason(s) for Not Bidding:		