

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
CREDIT-DEBIT CARD PROCESSING SERVICES**

**FOR BOONE COUNTY OFFICES OF CIRCUIT  
CLERK, SHERIFF, PROSECUTING ATTORNEY**

**RFP #33-22AUG19  
Release Date: **July 12, 2019****

**Submittal Deadline:  
**August 22, 2019**  
not later than 2:30 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](mailto:mbobbitt@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**BID #: 33-22AUG19 – Credit-Debit Card Processing Services for Boone County offices of Circuit Clerk, Sheriff, Prosecuting Attorney**

Sealed proposals will be accepted until **2:30 p.m. on Thursday, August 22, 2019** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

The Request for Proposal is scheduled to be **opened shortly after 2:30 p.m. on Thursday, August 22, 2019** in the Boone County Annex Building, Conference Room, 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) 886-4391; fax (573) 886-4390 or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org).

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com/Purchasing>.

Melinda Bobbitt, CPPO, CPPB  
Director, Boone County Purchasing

Insertion: Sunday, July 14, 2019  
COLUMBIA MISSOURIAN



## 1. INTRODUCTION AND GENERAL INFORMATION

### **1.2. Introduction:**

- 1.2.1. This document constitutes a request for competitive, sealed proposals for the furnishing of **Credit-Debit Card Processing Services for Boone County offices of Circuit Clerk, Sheriff, and Prosecuting Attorney** as set forth herein.
- 1.2.2. The Request for Proposal (RFP) is issued on behalf of Boone County, Missouri by the Purchasing Department, which is the sole point of contact for the County during the procurement process.
- 1.2.3. **Purpose:** The purpose of this credit card/debit card payment processing RFP is to acquire professional services that will offer credit and debit card payment options for the public to pay filing fees, court costs, copy fees, posting bonds, and other restitution costs. The County seeks a model which is no cost to the County with the charges added on to those who choose to use this service. The service provides accounting data that associates the credit card charge with related case numbers. **The County seeks to keep service fees and/or costs as low and reasonable as possible for the cardholders.**
- 1.2.4. The Boone County offices (Boone County Sheriff Department, Boone County Circuit Clerk and Boone County Prosecuting Attorney) will be utilizing the resulting contract. Each office has slightly different uses for credit/debit card processing services as follows:

#### **Boone County Sheriff**

The Boone County Sheriff's Department and Jail process a number of different credit card transactions on a daily basis. The Sheriff's Department does not accept personal checks for any transaction. In the jail, a detainee may bond themselves out if they come in with their own debit/credit card on their person. Anyone can come to the jail with a debit/credit card and bond a detainee out. Also, anyone can call our current vendor Moneta Enterprises, LLC, d/b/a Courtmoney.com (hereafter Court Money) directly and process a bond payment (for a current detainee only) directly to them. The jail staff wishes to retain this level of ability. In addition, the Boone County Sheriff's office also collects fees for copies of records, civil process, conceal and carry permits, ATV permits, trailer inspections, etc.

#### **Boone County Circuit Clerk**

The Boone County Circuit Clerk is the elected official responsible for maintaining the complete and accurate records of the court; collecting, accounting for and disbursing all monies paid into the court; and performing other duties, as



necessary, to assist the court in performing its duties, including four municipalities.

The Circuit Clerk's Office currently accepts Visa, MasterCard, Discover and American Express cards at their window. It is expected that the same card types will be accepted by the Circuit Clerk's Office under a new contract.

Currently, phone and online payments can be made 24 hours a day, seven days a week, 365 days per year through our current vendor's website (Court Money). No fees are incurred by the Circuit Clerk's office. Instead, the card payment processing company assumes the financial risk of any chargebacks that may occur. A flat service fee of 7% is charged to the cardholder for cash bail and 4% for fines and other fees over \$50.01 (\$2.00 for \$50 or less) by our current provider, Court Money.

Payments are reconciled daily by the Circuit Clerk's staff utilizing the company's online approval/denial process. Guaranteed payment of the day's total approved payments is then transferred daily to the Circuit Clerk's bank account through ACH payment. Reconciliation reports are available online listing date of payment, payment amount, defendant and cardholder name, case number and type of payment. Payment reports are available online indicating the deposited amount to the bank account along with a detailed list of each credit/debit card payment. Customer Support is available to both cardholders and the Circuit Clerk's office at all times.

#### **Boone County Prosecuting Attorney**

The Boone County Prosecuting Attorney is an elected official who represents the State of Missouri in all criminal matters arising within Boone County. In addition, the Prosecuting Attorney's office also provides a Victim Response Team; tax collections on behalf of the state of Missouri; and Non-Sufficient Funds (NSF) check collection and restitution collection on behalf of county residents and businesses. They also provide child support enforcement services within the County pursuant to a cooperative agreement with the State of Missouri.

The Boone County Prosecuting Attorney's Office does not accept personal checks or cash for any transaction. The Prosecutor's Office currently accepts Visa, Mastercard, Discover and American Express cards at their window. It is expected that the same card types will be accepted by the Prosecutor's Office under a new contract.

Currently, phone and online payments can be made 24 hours a day, seven days a week, 365 days per year through our current vendor's website (Court Money). No fees are incurred by the Prosecutor's office. Instead, the card payment processing company assumes the financial risk of any chargebacks that may occur. A flat service fee 4% for restitution over \$50.01 (\$2.00 for \$50 or less) by our current provider, Court Money. Guaranteed payment of the day's total approved payments is then transferred daily to the Boone County Treasurer's Office through ACH payment. The Prosecutor's Office receives an email each time a payment is made listing date of payment, payment amount, defendant



name, cardholder name, address, date of birth, last 4 digits of their social security number and case number. Payment amounts are entered into Karpel case management system and reconciled daily with the Boone County Treasurer's office.

1.2.5. It is the County's intent to award a contract for the **initial period of date of award through August 31, 2020**. The contract will have **five (5) additional one-year renewal options**. Renewal options will be subject to contract performance, technological advancements, etc. If vendor is not renewing, they **MUST** notify County a minimum of 90 days prior to expiration date.

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

- 1) Introduction and General Information
- 2) Scope of Services
- 3) Instructions and General Conditions
- 4) Proposal Submission Information
- 5) Response Page
- 6) Exhibit A - Work Authorization Certification
- 7) Exhibit B - Certification Regarding Debarment
- 8) Exhibit C – Prior Experience
- 9) Attachment A - Standard Contract Terms and Conditions
- 10) "No Bid" Response Page



## **2. SCOPE OF SERVICES –**

### **Bail & Fine Payment Processor – mandatory requirements**

#### **2.1. Card Acceptance and Compliance:**

- 2.1.1. Accept major credit, debit and prepaid cards: Visa, MasterCard, American Express, Discover.
- 2.1.2. Card association recognized as “merchant of record” for processing cash bail payments.
- 2.1.3. Compliant with all applicable card association rules.
- 2.1.4. Compliant with Payment Card Industry Data Security Standards (PCI DSS).
- 2.1.5. Minimum possible PCI DSS burden on County

#### **2.2. Transaction Options and Services:**

- 2.2.1. All Internet-based, card-not-present processing technology.
- 2.2.2. Online-real-time card authorization communicated to County.
- 2.2.3. Accept payments via Phone, Web, and on-site.
- 2.2.4. Toll-free telephone number available 24/7/365.
- 2.2.5. User-friendly web site.
- 2.2.6. On-site payment processing capability with minimal downtime, support, or equipment needs.
- 2.2.7. Email receipt and confirmation available for County and Payors.
- 2.2.8. Agency initiated payment Acceptance or Denial capability (fax, email, etc).
- 2.2.9. Administrative and Technical Support available 24/7/365.
- 2.2.10. Automated reporting capabilities including *ad hoc* reports.
- 2.2.11. Electronic funds settlement to user facility accounts within 48 hours.

#### **2.3. Set-Up and Training**

- 2.3.1. Ability to implement services within 30 calendar days after contract signing.
- 2.3.2. Training options: in-person, webinar, manuals
- 2.3.3. 24/7/365 Client Service Support

#### **2.4. Additional Capabilities**

- 2.4.1. Work with multiple payors and assemble a payment over multiple accounts. County needs the ability for money to go to different bank accounts as well as have the ability to differentiate from services from each office/location. For instance, each office would have a different login that gave them the specific forms unique to that office. For example, the Circuit Clerk’s office would have a specific form for fine/court costs that the Sheriff Department would not



have. The Sheriff Department would have Conceal and Carry Permit fees that the Circuit Clerk office would not occur. The Prosecutor's Office would have a form for restitution payments.

- 2.4.2. Demonstrated ability to increase release rates through facilitating cash bail payments.
- 2.4.3. No integrating required but provide ability to integrate with user facility financial, accounting and cashiering systems.
- 2.4.4. Ability to reconcile daily/weekly/monthly charges online.
- 2.4.5. Provide payment to the County daily via ACH or check for transactions approved.
- 2.4.6. The system shall provide detailed daily transaction logs/reports that meet the requirements of the County. Monthly, quarterly and yearly summary reports are required.
- 2.4.7. There must be timely deposits and settlements of funds to the assigned account. Anything up to midnight that day must show for that day on the reports.
- 2.4.8. The transaction file shall contain all of a day's transactions up to an agreed upon time (e.g. 5:00 p.m.). All transaction after that agreed upon time shall appear in the next day's transaction file. Offeror shall make the transaction file available to the County no later than 8:00 a.m. central time on the following day.

## **2.5. Pricing and Liability Coverage**

- 2.5.1. No service fees paid by County. Cardholders pay all fees.
- 2.5.2. Absorb all chargeback liability. Awarded Contractor shall guarantee their money and if there are questions to fraud, Contractor shall deal with all the communication with cardholder and the credit card company.
- 2.5.3. Handle all cardholder inquiries regarding payment status, errors, and claims.

## **2.6. History and References**

- 2.6.1. History of working with law enforcement and correctional agencies.

## **2.7. Process Used:**

- 2.7.1. Describe if you have the potential for future linking/interfacing with County software in a format acceptable to the County (i.e. csv).
- 2.7.2. State the responsibilities of the County for facilitating the use of a credit or debit card.
- 2.7.3. State the responsibilities of the cardholder for using a credit or debit card.
- 2.7.4. State the responsibilities of the Offeror for the credit/debit card system.
- 2.7.5. List any forms, reconciliation process, etc. to be used with the system.
- 2.7.6. State the process of transferring any funds collected in this system to the County (i.e. any time requirements, costs, etc.).

## **2.8. Reporting Requirements:**

- 2.8.1. Should include automated generation of periodic reports from vendor website. In addition, reports should be available in Microsoft Word or Excel format.

- 2.8.2. Reports shall include all cash transaction information derived from each department/office.
- 2.8.3. For the Circuit Clerk, home payments need to be separated so the County can tell they are at home. This needs to be provided ahead of time so that we can review the payments before the ACH comes through to ensure it is ours and does not belong to a different court. It also needs to be separated from bail and filing fees.

**2.9. Equipment:**

- 2.9.1. Offeror shall provide all external equipment/hardware needed for the process including forms and marketing supplies. Offeror shall indicate what type of equipment/hardware is needed for the proposed system and how such equipment will be maintained during the term of the agreement.
- 2.9.2. All necessary hardware and software (including upgrades) shall be provided at no cost to the Circuit Clerk, Sheriff and Prosecuting Attorney's Offices. All hardware will be returned to the vendor at the completion of the contract.
- 2.9.3. Any external equipment/hardware intended to link directly to the Boone County's network must meet the user department and Boone County Information Technology Department's approval for make, model, use of anti-virus/anti-spam software, etc.
- 2.9.4. The County does not currently have a Kiosk but might be interested in the future. In case of a Kiosk, Offeror will work with the County on acceptable placement. The County will provide electricity and any necessary telephone/modem data port.
- 2.9.5. Any equipment intended for use in the detention center or lobby area or public areas in the Courthouse, should be of a rugged construction to withstand potential abuse by clientele. The County shall not be held liable for any damage, either intended or from normal use, to any equipment placed in public areas of the facilities.
- 2.9.6. Offeror shall provide a re-ordering procedure for forms and marketing supplies.
- 2.9.7. Offeror shall make additional equipment available at the County's request to expand the service provided under this contract to other departments if needed.
- 2.9.8. **Hardware items shall include:**
  - 2.9.8.1. Computer (if our system isn't capable)
  - 2.9.8.2. Printers (specific to the vendor's needs)
  - 2.9.8.3. Card Reader devices
  - 2.9.8.4. Fax – Contractor shall have the ability to fax a receipt when internet is down.
    - a) Circuit Clerk's office – five (5) each
    - b) Sheriff's Department – seven (7) each: Four (4) in the Information Center (currently have MSR-90 readers), and three (3) card readers for the Jail.
    - c) Prosecuting Attorney – two (2) card readers

**2.10. Additional Information:** Offeror shall provide the following information in their proposal response:



### **2.10.1. Organization**

- A. Describe your organization, including date founded, ownership, and any subsidiary relationships or relationships with other financial institutions.
- B. Describe experience of the firm in providing credit card verification and guaranteed payment service for public agencies.
- C. Provide a list of relevant public sector client references including contact persons and telephone numbers. Relevant would include clients with similar types of jurisdictions and transaction size. Please list any Missouri counties to which you currently provide services. *Exhibit A – Prior Experience* may be used.
- D. How many on-line credit card/debit card public agencies has the firm added in the last two years? How many of these customers has the firm lost in the past two years, and why?
- E. Describe the type and amount of insurance coverage the firm maintains with respect to credit card and e-check activities. Include Commercial General Liability, Automobile Liability, Umbrella Liability (if applicable), Workers Compensation and Employers' Liability, Cyber Liability/E&O.

### **2.10.2. Personnel**

- A. Identify the key personnel who would be directly involved in providing services under the engagement. Describe their relationship with the firm, the role they would play in this engagement, their experience (specifically with public sector), and their years of service to the firm.
- B. Describe the firm's organizational structure of personnel available as our customer account representatives, for training and to assist and resolve problems.

### **2.10.3. Reporting Capabilities**

- A. Submit samples of reports which would be provided and describe their frequency and purpose.
- B. Describe the process the firm would go through to assist in identifying fee reduction opportunities, if applicable.

### **2.10.4. Other Considerations**

- A. Describe any assistance the firm would provide in the set-up process if necessary.
- B. Describe the training and education services that would be provided to staff.

- C. Describe how a void and a refund would be handled for each of the following and the length of time before the customer receives their funds or the funds are released:
- a credit card/debit card payment
- D. Provide a schedule of when funds will be deposited into County's accounts once a transaction has been completed for each payment type – credit card or debit card. And, describe how funds will be identified in County's accounts.
- E. Describe any online websites to assist County offices with tracking real-time payment information, voids, credits, reporting, payment transaction processing, etc.
- F. Describe how transactions will be identified in public's accounts. Will there be one transaction that includes the processing fee? Or, will there be a separate transaction for the bail, fee, restitution payment, etc. and a separate transaction for the processing fee?
- G. Provide a schedule of available customer service hours for both County offices and the public user of the service (if different).

**2.10.5. Other Information**

- A. Provide proof of state registration.
- B. Provide verification of PCI compliance.
- C. Lower Price Guarantee: Should the service be offered with a lower transaction fee to any other public agency.





### 3. INSTRUCTIONS AND GENERAL CONDITIONS

3.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions of Bidding 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 the material and/or supplies, equipment or services as detailed in the following proposal.

3.2 **Proposal Closing:** All proposals shall be **delivered before 2:30 P.M., Central Time., on Thursday, August 22, 2019** to:

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

3.2.1. The County will not accept any proposals received after 2:30 P.M. and shall return such late proposals to the Offeror.

3.3 **Seal 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 proposal responses will be accepted.

3.4 **Copies:** Offerors 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).

3.5 **Proposal Opening:** Proposal responses will be opened publicly shortly after 2:30 P.M. on **August 22, 2019** 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. **Do not mark "confidential" in your RFP response, or include any proprietary information with your proposal response.**

3.6 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.*

- 3.7 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., August 15, 2019* (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt. 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:

Melinda Bobbitt, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

- 3.8 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.

**3.9 Ambiguity, Conflict, or Other Errors in the RFP:**

- 3.9.1. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- 3.9.2. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- 3.9.3. Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- 3.9.4. The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.



**3.10 Rejection of Proposals:**

3.10.1 The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

**3.11 Acceptance of Proposals:**

3.11.1 The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

**3.12. Requests for Clarification of Proposals:**

3.12.1 Requests by the Purchasing Department for clarification of proposals will be in writing.

**3.13 Validity of Proposals:**

3.13.1 Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

**3.14 Withdrawal of Proposals:**

3.14.1 Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

**Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

3.15 **Non-Exclusive:** The County reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the County.



## 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, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:30 p.m. on August 22, 2019**. 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 addenda should be **placed at the beginning of the proposal**.

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

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 proposal(s). The County reserves the right to limit negotiations to those proposal(s), 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 of Contractor**

c. **Proposed cost to the public utilizing the service**

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

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 Exhibit A 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 Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

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

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

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

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

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

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

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

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In the event of any decrease in processing fees charge to taxpayers, either by market change or if the contractor shall charge a lower price to other customers, Boone County shall be notified promptly, and the citizens of Boone County shall receive such decreases. Implementation of any changes in fees will be coordinated by the County and the processor.

### 5.1. FEES

- a) Provide the fee schedule that would apply to this account. All fees MUST be listed.
- b) Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.



c) If applicable, please clearly identify reductions in fees that would occur in years 2, 3, 4 & 5 if a contract were awarded and extended by the County.

d) Describe any additional available equipment/supplies for purchase with pricing (e.g. terminal/printer, reader(s):

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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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=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, you 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 you choose option number two, then you 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.

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

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



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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date



**EXHIBIT C**

**PUBLIC SECTOR EXPERIENCE**

Please provide a minimum of three customers currently using your service. Please provide at least one Missouri County to which you provide services. The County reserves the right to ask for additional information.

**1. Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

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

**2. Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

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

**3. Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

Date of Contract:  
Length of Contract:

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

**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.

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

***“No Bid” Response Form***

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

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**“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 proposal request but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

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

**Bid: 33-22AUG19 – Credit-Debit Card Processing for Boone County Offices of Circuit Clerk,  
Sheriff and Prosecuting Attorney**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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