

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
SECURITY SYSTEM AND MONITORING SERVICES**

**RFP # 11-27MAR20
Release Date: February 24, 2020**

**Submittal Deadline:
March 27, 2020
not later than 10:30 a.m. central time**

**PRE-PROPOSAL CONFERENCE:
March 17, 2020
10:00 a.m. Central Time
Location: Boone County Annex Conference Room
613 E. Ash Street
Columbia, MO 65201**

**Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, Missouri 65201**

**Robert Wilson, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
E-mail: rwilson@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 11-27MAR20 – Security System & Monitoring Services

Sealed proposals will be accepted until **10:30 a.m. on Friday, March 27, 2020** in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 113, Columbia, MO 65201.

A pre-proposal conference has been scheduled for Tuesday, March 17, 2020, at 10:00 A.M. at the Boone County Annex Conference Room 613 E. Ash Street, Columbia, MO. Offerors are **strongly encouraged** to attend this conference.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4393; fax (573) 886-4390 or e-mail: rwilson@boonecountymo.org.

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

Robert Wilson
Buyer

Insertion: Tuesday, February 25, 2020
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:**

- a) If you have obtained this RFP 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 addendums if we do not have you on our Vendor list for this RFP. Addendums can be viewed at www.showmeboone.com /Purchasing /Bid Opportunities/ 11-27MAR20.
- b) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- c) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- d) No negotiations, decisions, or actions shall be initiated by any Organization as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

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

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the 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.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal or it shall be waived.
- c) 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.
- d) 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.

1.3. Rejection of Proposals:

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-responsiveness.

1.4. Acceptance of Proposals:

The County will accept for evaluation all proposals that are submitted properly and are responsive to the RFP. However, the County reserves the right to request clarifications or corrections to proposals.

1.5. Requests for Clarification of Proposals:

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

1.6. Validity of Proposals:

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

1.7. Receipt and Opening of Advertised, Sealed Proposals:

The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a) Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful organization's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b) Offeror's names will be read aloud in the Boone County Annex Building Conference Room, 613 E. Ash St., Columbia, MO 65201, **Friday, March 27, 2020 at 10:30 a.m.** Central Time. RFP opening listing proposer's names will be posted on the County web page following the opening at www.showmeboone.com. Select "Purchasing", then Bid Opportunities, and then "11-27MAR20 Opening" under the RFP # 11-27MAR20.
- c) Proposal responses are due by **Friday, March 27, 2020 at 10:30 a.m.** No late proposals will be accepted.

1.8. Withdrawal of Proposals:

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:

- a) **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.



2. INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

- 2.1.1. This document constitutes a request for sealed proposals for a **Security System & Monitoring Services** term and supply contract for security (burglar and fire) alarm monitoring as well as security equipment. (i.e. panic buttons, motion sensors, alarm system parts, etc.) as set forth herein.
- 2.1.2. Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Contract Terms and Conditions for Awarded Contractor
 - 5) Proposal Submission Information
 - 6) Response/Pricing Page
 - 7) Response/Pricing: Product List
 - 8) Exhibit A: Experience/Reliability of Organization, and Expertise of Personnel
 - 9) Exhibit B: Proposed Method of Performance and Solution Functionality
 - 10) Attachment 1: Boone County Security System Billing Matrix
 - 11) Bidder's Acknowledgment
 - 12) Instructions for Compliance with House Bill 1549
 - a. Individual Affidavit
 - b. Certification of Individual Bidder
 - c. Work Authorization Certification
 - 13) Signature and Identity of Offeror
 - 14) Debarment Certification
 - 15) Standard Terms and Conditions
 - 16) Anti-Collusion Statement
 - 17) Affidavit Compliance with the Prevailing Wage Law (only returned from awarded Contractor at project completion)
 - 18) "No Bid" Response Form
 - 19) Annual Wage Order #26

2.2. Guideline for Written Questions:

- 2.2.1. **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Tuesday, March 24, 2020**. All questions must be mailed, faxed or e-mailed to the attention of Robert Wilson, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

- a. Robert Wilson, Buyer
613 E. Ash Street, Room 113
Columbia, Missouri 65201
Phone: (573) 886-4393
E-mail: rwilson@boonecountymo.org

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

2.3. Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **Tuesday, March 17, 2020 at 10:00 a.m.** in the conference room of the Boone County Annex building, 613 E. Ash Street, Columbia, Missouri 65201. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the proposal.
- 2.3.2. All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are strongly encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.4. Insurance Requirements: The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

- 2.4.1. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.4.2. **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 its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under 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.
- 2.4.3. **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 it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under 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 \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- 2.4.4. 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.**
- 2.4.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 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.
- 2.4.6. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.4.7. **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. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.5. **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.

- 2.6. 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.

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.

Certificate Holder address:

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

- 2.7. The Offeror shall understand and agree that any person who has been convicted of a felony or a misdemeanor, or who is currently under the supervision of the federal, state or county government for any conviction(s), or under supervision of a municipal correctional agency for a conviction of moral turpitude, must be approved in writing by the County before providing services under this contract.

2.6.1. The Offeror shall be responsible for conducting a criminal history on each prospective employee providing services under the terms of this contract and provide this information to the County upon request.

- 2.8. Billing and Payment:** All invoices must be submitted to the County department/office as outlined in *Attachment 1 – Boone County Security System Billing Matrix*. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

2.9. Designees:

Boone County Facilities Maintenance, 613 E. Ash, Room 107 Columbia, MO 65201
Boone County Court Administration, 705 E. Walnut, Columbia, MO 65201
Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201
Boone County Juvenile Justice Center, 5665 Roger I. Wilson Memorial Drive, Columbia, MO 65201
Boone County Road & Bridge, 5551 Tom Bass Rd., Columbia, Mo 65201
Boone County Sheriff Department, 2121 E. County Dr., Columbia, MO 65202

2.10. Proposed Solicitation/Award Schedule:

2.10.1.	February 24, 2020	Release of RFP
2.10.2.	February 24, 2020	Advertisement of RFP
2.10.3.	March 17, 2020, 10:00 a.m.	Pre-Proposal Conference
2.10.4.	March 24, 2020, 5:00 p.m.	Deadline for submitting questions
2.10.5.	March 27, 2020, 10:30 a.m.	Proposal due date and time
2.10.6.	March 30 – April 24, 2020	Proposal Response(s) Evaluation
2.10.7.	April 27, 2020	Contract Award



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County or Owner*, hereby solicits formal written proposals from qualified Offerors for the monitoring and service requests for the security system.

3.2. Background Information:

3.2.1. The Boone County Commission has multiple building locations in Boone County. These buildings (or portions of them) have security and/or fire alarm systems that need to be monitored and, from time to time, repaired. Additionally, from time to time, new systems or new equipment will be required. The County intends these specifications to result in an “all or none” selection of one licensed and capable security monitoring and service company. The County intends to use the contract resulting from this bid to provide monitoring, repairs and installation services as needed.

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

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

3.3. Scope of Services: The successful Offeror shall propose alarm system monitoring as described in the following specifications. For each system, contractor shall be responsible for:

3.3.2. Alarm Monitoring shall be provided for the County's existing Security System (burglar and fire.)

3.3.2.1. Monitoring service shall include the recording of all events including alarm reports, open and close reports, test reports and trouble reports. Additionally, a nightly test of the phone system that monitors the alarms will be required.

3.3.2.2. All alarms received from County sites shall be reported to the appropriate designee for the alarm location. Upon contract award, a list of numbers will be provided to the Contractor that are to be called until a live person is reached.

3.3.3.

3.3.3.2. Unit prices include cost of material and delivery FOB County location with freight charges fully included and prepaid. Installation cost shall be provided at an hourly rate. Manufacturers' upgrades or replacements for items on the product list shall be provided at no additional cost to the County.

3.3.3.3. Product List – Items on the Product List that follows the Pricing Page of the RFP document may be purchased individually or as components of a complete system. Bidder must list, in the spaces provided, the manufacturer, product number and unit price of the product(s) proposed to be

furnished. All proposed equipment **MUST** be equal to or superior to those currently in use by the County.

- 3.3.3.4. If Offeror takes exception to any item or items specified, it is the full responsibility of the Offeror to provide all necessary documentation to determine engineer approved equal. Failure to supply the necessary supporting documentation may disqualify proposal. If no exceptions are noted, it is assumed the Offeror is supplying items as specified.

The County may require demonstration(s) of the operation of equipment that is offered as an equal as a part of the award evaluation process. Any requested samples, demonstrations, or documentation would be at no cost to the County. Offeror must provide requested information in a timely manner. Failure to meet any part of this criteria may be cause for rejection of proposal.

- 3.3.3.5. Contractor shall warrant fault-free performance in the processing of date and date-related data (including but not limited to calculating, comparing, and sequencing) of this equipment.

- 3.3.3.6. Prices shall remain firm during the initial contract period, **ending December 31, 2020** then pricing can be updated with proof of manufacturers' invoice.

- 3.3.3.7. At no cost to the County, Contractor shall make site visits upon request by County to assist individual department/office with determining the equipment necessary to meet their needs. Prior to issuance of a Purchase Order, the Contractor shall provide a written estimate of parts and labor costs based on contract pricing.

3.4. **Quantities** - are estimated based on anticipated requirements, and as such, do not constitute an obligation to purchase on the part of the County.

3.5. **Utilities** - The County will be responsible for bringing the necessary electrical and telephone service to the installation site and for installation of electrical circuits and conduit.

3.6. **Or Equal** – Items to be as indicated or an approved equal with regard to the specifications and engineering.

3.7. **Service Response Time** for emergencies shall be no more than two (2) hours. Service response time for normal business day non-emergencies shall be no more than four (4) hours.

3.8. Warranty and Guarantee: Contractor must unconditionally guarantee all items supplied under this contract against defects in material and workmanship for a period of two (2) years from date of installation and acceptance by the County. The decision of whether to replace or repair a defective product shall be agreed upon by the County and the Contractor.

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

3.10. Delivery Terms: Within 30 days after receipt of Purchase Order. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

3.11. Reporting: The Contractor must supply the County with an annual inventory list of installed equipment.

3.10. Prevailing Wage: PREVAILING WAGE RATES – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto.

3.10.1. Current prevailing wage order #26 is to be used. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing .

3.11. OSHA: Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law **and OSHA Training Requirements**.

3.11.1. 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.

3.11.2. 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.

3.11.3. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

3.12. Overhead Power Line Safety Act: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3.13. SALES/USE TAX EXEMPTION – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.



4. CONTRACT TERMS AND CONDITIONS

- 4.1. **Contract Period:** The initial term of the resulting contract agreement for the proposed **Alarm Monitoring and Security Equipment** from this Request for Proposal will be from **date of award through December 31, 2020**. The contract may be renewed for up to **5 additional 1-year periods**, by mutual agreement of both the Contractor and the County.
- 4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.3. **Provisions for Termination:** The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
- 4.3.1. Due to a material breach of any term or condition of this agreement.
- 4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.
- 4.3.3. If appropriations are not made available and budgeted for in any calendar year.
- 4.3.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.
- 4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.
- 4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 4.6. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.7. Award will be made by written notification from the Purchasing Department. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.8. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

- 4.9. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.10. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.13. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.14. Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.15. Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 4.16. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 4.17. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.
- By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.
- 4.18. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.
- 4.19. **Exclusive** – This is not an exclusive contract. The County reserves the right to obtain similar products from other sources.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Robert Wilson, Buyer
613 E. Ash Street, Room 113
Columbia, MO 65201

b. The proposals must be delivered no later than **10:30 a.m. on March 27, 2020**. Proposals will not be accepted after this date and time.

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

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

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

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

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

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for

suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

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

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

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

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

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

5.1.4. Evaluation:

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

Offerors must be directly in the business of security and/or Fire Alarm Systems. Bidders shall provide at least three references for which the Offeror has furnished and installed similar equipment within the past three (3) years. List must include company name, contact person, address and

telephone numbers. Information obtained from references may be a consideration in award of contract.

- 5.1.4.2. 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 equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed solution and state how many miles they are located from Boone County.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



6. **Response/Pricing Page**

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

6.1. **Pricing**

6.1.1. **Labor Cost Per Hour** \$ _____

6.1.2. **Alarm Monitoring**

Service Cost Per Month \$ _____

Optional Monitoring Services:

Supervised Closing Cost Per Month \$ _____

Monthly Open/Close Report \$ _____

Code Number Administration \$ _____

6.1.3. **Equipment**
Percent off List Price _____ %
Installation Rate Per Hour \$ _____

6.1.4. **Training** in addition to operator training as specified in Section 3.3. Scope of Services
Additional Training Cost Per Hour \$ _____

6.2. Describe warranty on equipment and labor:

6.3. List any deviations to the original specifications:

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

Name:
Organization:
Address:
E-mail:
Phone Number:
Fax:

6.5. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

_____ newspaper advertisement
_____ Boone County Electronic Bid Notification
_____ other, please list: _____

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

EXHIBIT A
EXPERIENCE / RELIABILITY OF ORGANIZATION, AND EXPERTISE OF PERSONNEL

The evaluation of the Offeror's experience, expertise, and reliability shall be subjective based on the requirements stated herein. Therefore, the offeror must present detailed information regarding current and/or prior experiences in providing the services, expertise of the personnel proposed, and reliability of the organization. The following information must be provided by the offeror in order to verify their proposed experience, expertise, and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

A.1. EXPERIENCE OF THE ORGANIZATION

- 1) The Offeror should describe its organizational qualifications including, but not limited to, the history and background of the organization.
- 2) The Offeror should provide a detailed description of their current and prior experience pertaining to establishing and maintaining an electronic monitoring system as required by the RFP. The Offeror should provide a list of entities for which they, and any proposed subcontractors, have provided the same services as those required herein. For each of the entities, the offeror should provide a contact name at each entity, their telephone number, and e-mail address so that the information provided and outcomes may be verified.

A.2. EXPERTISE OF PERSONNEL

- 1) The Offeror should fully describe the expertise and experience of the staff that will be assigned. The Offeror's description should include the position and position description of the proposed staff as well as detailed resumes for the proposed staff. Resumes should be structured to emphasize relevant qualifications (including education, licenses, certifications, etc.) and experience of the personnel in successfully completing contracts/performing services of the same size and scope of the requirements of this RFP. Information submitted should clearly identify previous experience in performing the same services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the County. In the event specific personnel are not able to be designated, the Offeror should provide detailed descriptions of the required qualifications for the assignment as well as detailed job/position descriptions of the specific positions, including the type of person proposed to be assigned.
- 2) The Offeror's response should also specifically address personnel's knowledge and experience with the following:
 - a. The development, implementation, and administration of electronic monitoring services identical in scope to the program requirements stated herein.
 - b. The various technical requirements required and desired to meet the requirements of the RFP (see Performance Requirements, section 3);

A.3. RELIABILITY OF THE ORGANIZATION

- 1) The Offeror should describe the financial and personnel resources of the organization(s) available to support the subsequent contract.
 - a. The Offeror's financial stability will be considered as part of the proposal evaluation. Therefore, the Offeror should submit adequate financial information as evidence of the Offeror's financial stability.

This may include but not be limited to audited financial statements, annual reports, 10Q reports, 10K reports, or other recognized reports that provide information to support the Offeror's financial stability.

- 2) The Offeror must indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the Offeror's organization. Explain circumstances. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
- 3) The offeror must indicate whether or not they have had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain circumstances/reasons for the cancellation and/or non-renewal.

EXHIBIT B
PROPOSED METHOD OF PERFORMANCE AND SOLUTION FUNCTIONALITY

The evaluation of the offeror's proposed method of performance and solution functionality shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding plans and approaches for meeting the objectives and tasks specified in the RFP. The following information should be provided by the offeror in order to verify their proposed method of performance. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

- B.1.** The Offeror should provide a detailed technical work plan and approach for meeting the requirements in the Performance Requirements section of this RFP. The Offeror should include a written narrative addressing each item of the Performance Requirements section.

The method by which the proposed method of performance is written is left to the discretion of the Offeror. The following method is recommended: Identify each specific paragraph and subparagraph of the Performance Requirements (Section 3 herein) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the Offeror's understanding of the requirements and ability to successfully perform.

- B.2.** In presenting the method of performance, the Offeror should specifically describe the following:

- a) Methods of program evaluation and proposed frequency of program evaluation;
- b) The Offeror should describe all mandatory and mandatory/option systems including the following:
 - 1) Any limitation(s) of the proposed transmitter(s) with respect to the equipment's shock resistance and water capabilities and the equipment's capability to function under normal atmospheric and environmental conditions;
 - 2) The specific design characteristics that shall prevent tracing and duplication of the proposed transmitter's signals;
 - 3) Any limitations of the proposed receiver/dialer(s) with respect to the equipment's functional reliability to operate under normal atmospheric and environmental conditions;
 - 4) The type of equipment proposed to be used at the computer/monitoring site, a description of the operating system environment, and the telecommunications strategy that the Offeror is proposing to employ;
 - 5) The proposed communications system which shall provide the County with the capability to communicate with the computer/monitoring site;
 - 6) The Offeror's proposed methods of attaching the transmitter to the offender and installing the receiver/dialer to the offender's telephone line.
- c) The Offeror should describe in detail any other electronic monitoring system(s) it can provide to the County. The Offeror's description should include, but not be limited to the following:
 - 1) Description of electronic monitoring system components, including power source utilized and/or required, and the specific functions and capabilities of each component;

- 2) Description of specific computer hardware and software programs utilized, including a description of the Offeror's proposed process to ensure compatibility with the County's existing system;
 - 3) Description of voice or other means of verification to confirm violations and re-confirm monitoring client;
 - 4) Description of the electronic monitoring system and its compatibility with drive-by equipment or cellular telephone equipment;
 - 5) Description of optional global positioning monitoring system.
- d) The Offeror should provide International Standards Operations Certification or its equivalent with the Offeror's response.
 - e) The Offeror should provide the following information regarding computing and telecommunications:
 - 1) A detailed description of the changes that shall be required of the Offeror's computing and communications system to accommodate the County's system;
 - 2) A detailed description of the Offeror's proposed equipment inventory procedures;
 - 3) Proof that the Offeror's proposed equipment is FCC certified.
 - f) The Offeror should describe proposed training and standard operating procedure manuals that will be provided to all designated probation and parole staff.
 - g) The Offeror should describe its proposed methods of staff recruitment.
 - h) The Offeror should describe its proposed plans for coordination between the Offeror and the County on all program issues, from staffing and personnel issues to offender issues.
 - i) The Offeror should state the length of time required for actual program implementation after notification of contract award.
 - j) The Offeror should describe their disaster recovery plan and data center facilities.

B.3. The Offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP, especially the start-up phase, and the number of work hours required to perform the task or event. In addition, the Offeror should specify the personnel proposed to perform each task and the number or work hours each person will be working on that particular event.

- a) A Schedule of Events may be helpful in presenting such data and should be used by the Offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- b) The Offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the qualifications of the personnel.
- c) The Offeror should provide an organizational chart showing the staffing and lines or authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

- d) The organizational chart should include the names of the personnel and working titles of each.
- e) The organizational chart should include information about any proposed subcontractors including management, supervisory, and other key personnel.
- f) Along with a detailed organizational chart, the Offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

BOONE COUNTY SECURITY SYSTEM BILLING MATRIX

Alarm Location	Service / Item	Bill To Address
Boone County Annex, 613 E. Ash St.	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
Boone County Public Defender's Office, 601 E. Walnut	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
Boone County Johnson Building, 601 E. Walnut (2nd floor elevator)	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
Boone County Government Center, 801 E. Walnut	Monitoring & Equipment	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
	Door Access System Equipment	Boone County Commission, 801 E. Walnut, Rm. 333, Columbia, MO 65201
Boone County Prosecuting Attorney, 605 E. Walnut	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
Boone County North Facility, 5501 N. Oakland Gravel Rd.	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
Boone County Courthouse, 705 E. Walnut	Monitoring	Boone County Facilities, 613 E. Ash, Suite 106, Columbia, MO 65201
	Equipment	Boone County Court Administration, 705 E. Walnut, Columbia, MO 65201
Boone County Sheriff Annex and Warehouse, 2111 E. County Dr.	Monitoring & Equipment	Boone County Sheriff Department, 2121 E. County Dr., Columbia, MO 65201
Boone County Public Works, 5551 Tom Bass Rd.	Monitoring & Equipment	Boone County Public Works, 5551 Tom Bass Rd.
Boone County Juvenile Justice Center, 5665 Roger I. Wilson Memorial Dr.	Equipment	Boone County Court Administration, 705 E. Walnut, Columbia, MO 65201
Boone County Alternative Sentencing, 607 E. Ash St.	Equipment	Boone County Court Administration, 705 E. Walnut, Columbia, MO 65201

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

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*.

AFFIDAVIT
(Only Required for Individual Bidder Certification 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:

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

SIGNATURE AND IDENTITY OF OFFEROR

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership () joint venture
 () corporation, incorporated under laws of the state of _____

Dated _____, 20____
 Name of individual, all partners, or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri:

_____ (If using a fictitious name, show this name above in addition to legal names.)

_____ (If a corporation - show its name above)

ATTEST:

_____ (Secretary)

_____ (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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 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.

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390

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

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

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

RFP: 11-27MAR20 – Security System Monitoring Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

