

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of

October

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 36-28AUG17 – Corrections Uniforms Term & Supply to Bob Barker Company, Inc.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 2nd day of October, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

428-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 18, 2017
RE: 36-28AUG17- Corrections Uniforms – Term & Supply

36-28AUG17- Corrections Uniforms – Term & Supply opened on August 28, 2017. Nine (9) bids were received. The Boone County Sheriff's Department recommends award by low bid to Bob Barker Company, Inc.

This is a term and supply contract and will be paid from departments 1251 – Sheriff, 2902 – Corrections LE Sales Tax and account 23300 - Uniforms.

att: Bid Tab

cc: Keith Hoskins, Sheriff Department
Jenny Atwell, Sheriff Department
Leasa Quick, Sheriff Department
Bid File

36-28AUG17 - CORRECTIONS UNIFORMS TERM SUPPLY

428-3017

Monday August 28, 2017 2:00pm

Vendor		MES Mid-America Inc.			Bob Barker Company Inc.			Leon Uniform Company		
4.9. Item #	PRICING Description	Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price
TROUSERS:										
4.9.1.	Propper Women's Tactical Pant Style #F5254-50 Black in accordance with Section 2.6.1.	50.00	\$33.75	\$1,687.50	50.00	\$26.30	\$1,315.00	50.00	\$37.50	\$1,875.00
4.9.2.	Propper Men's Tactical Pant Style #F5252-50 Black in accordance with Section 2.6.1.	98.00	\$33.75	\$3,307.50	98.00	\$26.30	\$2,577.40	98.00	\$37.50	\$3,675.00
4.9.3.	Propper BDU Trousers (Button Fly) Style #F5201-38 Black in accordance with Section 2.6.1.	98.00	\$29.00	\$2,842.00	98.00	\$22.19	\$2,174.62	98.00	\$31.00	\$3,038.00
4.9.4.	Propper BDU Trousers (Zipper Fly) Style #F5205-38 Black in accordance with Section 2.6.1.	48.00	\$29.00	\$1,392.00	48.00	\$22.19	\$1,065.12	48.00	\$31.00	\$1,488.00
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black in accordance with Section 2.6.1.	50.00	\$42.00	\$2,100.00	50.00	\$30.15	\$1,507.50	50.00	\$45.00	\$2,250.00
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	50.00	\$38.80	\$1,940.00	50.00	\$29.70	\$1,485.00	50.00	\$45.00	\$2,250.00
4.9.7.	Tru-Spec 24-7 Series Women's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	50.00	\$38.80	\$1,940.00	50.00	\$29.70	\$1,485.00	50.00	\$45.00	\$2,250.00
4.9.8.	Standard Oversize Charge (Cost Per Incremental Size over XXL)	1.00	\$7.20		1.00	See bid		1.00	N/A	
SHIRTS:										
4.9.9.	Propper Tactical Short-Sleeve Dress Shirt Style #F5301-38 Khaki in accordance with Section 2.6.2.	75	\$26.50	\$1,987.50	75	\$19.98	\$1,498.50	75	\$28.00	\$2,100.00
4.9.10.	Propper Tactical Long-Sleeve Dress Shirt Style #F5302-38 Khaki in accordance with Section 2.6.2.	75	\$29.00	\$2,175.00	75	\$22.98	\$1,723.50	75	\$31.00	\$2,325.00
4.9.11.	Propper Men's Tactical Short-Sleeve Shirt Style #F5311-50 Khaki in accordance with Section 2.6.2.	75	\$32.50	\$2,437.50	75	\$25.60	\$1,920.00	75	\$36.00	\$2,700.00
4.9.12.	Propper Men's Tactical Long-Sleeve Shirt Style #F5312-50 Khaki in accordance with Section 2.6.2.	75	\$34.00	\$2,550.00	75	\$26.70	\$2,002.50	75	\$37.50	\$2,812.50
4.9.13.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		N/A			\$0.00			10%	
4.9.14.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$24,369.00			\$18,754.14			\$26,763.50
4.15.	Delivery after receipt of Order			14-21 days			7-30 days			30
4.16.	RENEWALS		1st	7%		1st	0%		1st	5%
			2nd	7%		2nd	2%		2nd	10%
			3rd	7%		3rd	4%		3rd	15%
4.17.	Cooperative?			Y			Y			Y

36-28AUG17 - CORRECTIONS UNIFORMS TERM SUPPLY

428-2017

Monday August 28, 2017 2:00pm

GT Distributors inc			Feld Fire			Uniforms Manufacturing Inc. #1		
Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price
50.00	\$31.11	\$1,555.50	50.00	\$28.10	\$1,405.00	50.00	\$29.88	\$1,494.00
98.00	\$31.11	\$3,046.78	98.00	\$28.10	\$2,753.80	98.00	\$29.88	\$2,928.24
98.00	\$26.11	\$2,558.78	98.00	\$23.40	\$2,293.20	98.00	\$25.08	\$2,457.84
48.00	\$26.11	\$1,253.28	48.00	\$23.40	\$1,123.20	48.00	\$25.08	\$1,203.84
50.00	\$37.47	\$1,873.50	50.00	\$34.00	\$1,700.00	50.00	\$35.88	\$1,794.00
50.00	\$37.47	\$1,873.50	50.00	\$65.00	\$3,250.00	50.00	\$33.48	\$1,674.00
50.00	\$37.47	\$1,873.50	50.00	\$65.00	\$3,250.00	50.00	\$33.48	\$1,674.00
1.00	TruSPEC only: 40.24		1.00	N/A		1.00	\$3.00	
75	\$23.61	\$1,770.75	75	\$21.05	\$1,578.75	75	\$22.68	\$1,701.00
75	\$26.11	\$1,958.25	75	\$23.40	\$1,755.00	75	\$25.08	\$1,881.00
75	\$29.85	\$2,238.75	75	\$26.90	\$2,017.50	75	\$28.68	\$2,151.00
75	\$31.10	\$2,332.50	75	\$28.10	\$2,107.50	75	\$29.88	\$2,241.00
	N/A			\$0.00			\$0.00	
		\$22,337.09			\$23,233.95			\$21,199.92
		7-14 days			7-21 days			N/A
	1st	2%		1st	0%		1st	3%
	2nd	2%		2nd	2%		2nd	3%
	3rd	3%		3rd	3%		3rd	3%
		Y			Y			Y

36-28AUG17 - CORRECTIONS UNIFORMS TERM SUPPLY
Monday August 28, 2017 2:00pm

428-2017

Ray O'Herron Company, Inc.			Uniforms Manufacturing Inc. #2			Galls LLC		
Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price	Qty	Unit Price	Extended Price
50.00	\$33.99	\$1,699.50	50.00	\$32.40	\$1,620.00	50.00	\$30.75	\$1,537.50
98.00	\$33.99	\$3,331.02	98.00	\$32.40	\$3,175.20	98.00	\$30.75	\$3,013.50
98.00	\$25.99	\$2,547.02	98.00	\$25.87	\$2,535.26	98.00	\$25.70	\$2,518.60
48.00	\$25.99	\$1,247.52	48.00	\$27.17	\$1,304.16	48.00	\$25.67	\$1,232.16
50.00	\$38.50	\$1,925.00	50.00	\$38.87	\$1,943.50	50.00	\$36.75	\$1,837.50
50.00	\$46.95	\$2,347.50	50.00	\$46.67	\$2,333.50	50.00	\$37.90	\$1,895.00
50.00	\$50.95	\$2,547.50	50.00	\$46.67	\$2,333.50	50.00	\$37.90	\$1,895.00
1.00	\$0.00		1.00	See Bid		1.00	\$3.00	
75	\$21.50	\$1,612.50	75	\$24.57	\$1,842.75	75	\$23.25	\$1,743.75
75	\$25.99	\$1,949.25	75	\$27.17	\$2,037.75	75	\$25.75	\$1,931.25
75	\$29.99	\$2,249.25	75	\$31.07	\$2,330.25	75	\$29.50	\$2,212.50
75	\$33.99	\$2,549.25	75	\$32.37	\$2,427.75	75	\$30.50	\$2,287.50
	\$0.00			\$0.00			\$0.00	
		\$24,005.31			\$23,883.62			\$22,111.75
		14 days			30 days			5-21 days
	1st	3%		1st	0%		1st	4%
	2nd	3%		2nd	1%		2nd	4%
	3rd	3%		3rd	2%		3rd	4%
		Y			Y			Y

**PURCHASE AGREEMENT
FOR
CORRECTIONS UNIFORMS TERM AND SUPPLY**

THIS AGREEMENT dated the 2nd day of October 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Bob Barker Company, Inc.**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **36-28AUG17**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **August 24, 2017** and executed by **Erika Flynn**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **date of award and extend through August 31, 2019** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Corrections Uniforms as specified and responded to in the bid specifications. All products will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Delivery - Contractor agrees to deliver uniform items as stated above to the Boone County Sheriff's Department within 7-30 days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB destination.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriffs Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

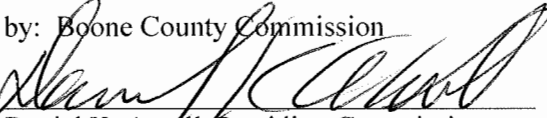
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

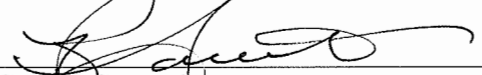
BOB BARKER COMPANY, INC.

by  **ERIKA FLYNN**
title Contract Specialist

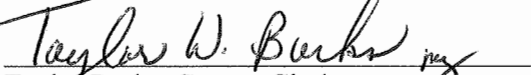
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor


ATTEST:


Taylor Burks, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

1255/23300, 2902/23300 – Term and Supply

 by jj 09/19/2017
Signature Date Appropriation Account

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 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.
19. **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.



Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Request for Bid (RFB)

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **36-28AUG17**
Commodity Title: **Corrections Uniforms Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, August 28, 2017**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**
Directions: The Purchasing Office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance.

Bid Opening

Day / Date: **Monday, August 28, 2017**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**

Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Affidavit
Debarment Form
Sample Order Form
Standard Terms and Conditions
“No Bid” Form

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **date of award through August 31, 2019** and may be automatically renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the vendor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. Sewing, embroidering or adding any kind of embellishment to the uniforms is not included in this bid.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.9.1. **ACH Payments** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

4. Response Form

- 4.1. Company Name: Bob Barker Company, Inc.
- 4.2. Address: 134 N. Main Street
- 4.3. City/Zip: Fuquay-Varina, NC 27526
- 4.4. Phone Number: 800-334-9880
- 4.5. Fax Number: 800-322-7537
- 4.6. E-Mail Address: Bidnotices@Bobbarker.com
- 4.7. Federal Tax ID: 56-1558062
- 4.7.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____
- 4.8. Prompt Payment Terms: NET 30

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? ye's

4.9. PRICING				
NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW				
Item #	Description	Unit Price	Qty	Extended Price
Trousers:				
4.9.1.	Propper Women's Tactical Pant Style #F5254-50 Black in accordance with Section 2.6.1.	\$ 26.30	50	\$ 1,315.00
4.9.2.	Propper Men's Tactical Pant Style #F5252-50 Black in accordance with Section 2.6.1.	\$ 26.30	98	\$ 2,577.40
4.9.3.	Propper BDU Trousers (Button Fly) Style #F5201-38 Black in accordance with Section 2.6.1.	\$ 22.19	98	\$ 2,174.02
4.9.4.	Propper BDU Trousers (Zipper Fly) Style #F5205-38 Black in accordance with Section 2.6.1.	22.19	48	\$ 1,065.12
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black in accordance with Section 2.6.1.	\$ 30.15	50	\$ 1,507.50
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	\$ 29.70 *	50	\$ 1,485.00
4.9.7.	Tru-Spec 24-7 Series Women's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	\$ 29.70	50	\$ 1,485.00
4.9.8.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ 0	0

* 40-54 - \$34.70 each
 4.9.6 → * All unhemmed sizes - \$32.70 each

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 vendor 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*.



N/A

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

**Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526**

(Please complete and return with Contract)

Bob Barker Company, Inc.
134 N. Main Street
Fuquay Varina, NC 27526

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.

ERIKA FLYNN, CONTRACT SPECIALIST

Name and Title of Authorized Representative



Signature

8/24/17

Date

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.



BOONE COUNTY, MISSOURI
Request for Bid #: 36-28AUG17 - Corrections Uniforms - Term & Supply

ADDENDUM #3 - Issued August 15, 2017

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1) Question Received by the County:

Do you have any past history or bid tab showing who was awarded, when and at what price. I did go to your website but did not know the year or bid #?

Response by the County:

On the Boone County website under Purchasing are the County's bid files dating back to 2004. The current contract's bid tab is available under 2014 bid files, 42-24SEP14. The bid was awarded to Bluegrass Uniforms & Equipment.

By: _____

Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # **36-28AUG17 - Corrections Uniforms - Term & Supply** receipt of which is hereby acknowledged:

Company Name: BOB BARKER COMPANY, INC
Address: 134 N. MAIN ST
FIDWAY-VARINA, NC 27526
Phone Number: 800-334-4810 Fax Number: 800-322-7537
E-mail address: BIDNOTICE@BOBBARKER.COM

Authorized Representative Signature: [Signature] Date: 8/24/17

Authorized Representative Printed Name: ERIKH FLYNN

STATE OF MISSOURI



Jason Kander
Secretary of State

CERTIFICATE OF AUTHORITY

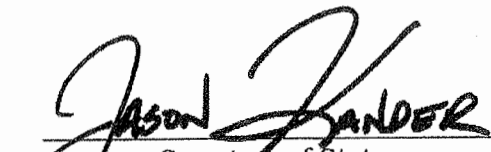
WHEREAS,

BOB BARKER COMPANY, INC.
F001325032

has complied with the Missouri General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of the State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of North Carolina.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law.

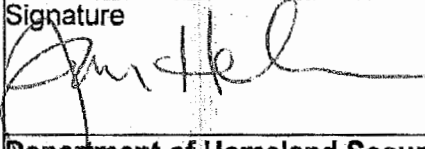
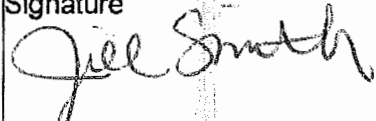
IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 18th day of May, 2016.


Secretary of State



Company ID Number: 168473

Approved by:

Employer BOBARKER COMPANY, INC.	
Name (Please Type or Print) JOANNA HOLDER	Title DIRECTOR OF HUMAN RESOURCES
Signature 	Date 12/13/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) JILL SMITH	Title MANAGER OF HUMAN RESOURCES
Signature 	Date 12/13/16

Company ID Number: 168473

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	BOBBARKER COMPANY, INC.
Company Facility Address	134 NORTH MAIN STREET FUQUAY-VARINA, NC 27526
Company Alternate Address	
County or Parish	WAKECOUNTY
Employer Identification Number	56-1558062
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	100-499
Number of Sites Verified for	3

Minutes of Special Meeting of the Board of Directors for Bob Barker Company, Inc.

A Special Meeting of the board of directors of Bob Barker Company, Inc was held on April 26, 2017 in the Blue Ridge Room at Bob Barker Co, Inc headquarters, at 134 N. Main Street, Fuquay Varina, North Carolina
The Following directors were present and participated in the meeting:

Robert J Barker, Sr.
Robert J Barker, Jr.
John Kasberger
Gabe Cipau

Patricia M. Barker
Nancy B. Johns
Dave Colburn
George Snead

Robert J Barker, Sr., Chairman of the Board, chaired the meeting and Patricia M. Barker, Executive Vice President of the Corporation, acted as Secretary of the meeting.

The chairman announced that a quorum of directors was present and that the meeting, having been duly convened, was ready to proceed with its business. The Secretary presented a waiver of notice of the meeting, signed by all of the directors and was directed to file the waiver of notice with the minutes of the meeting.

After full discussion of the affairs of the company, the following resolution was introduced for consideration and adoption by the directors:

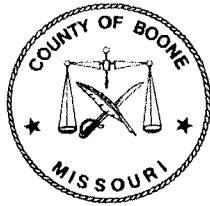
RESOLVED, that the Board of Directors hereby grants signatory authority to enter bids obligating the company in agreements to furnish products and services at agreed prices and conditions.

Angela DeBoeser	<u>Angela DeBoeser</u>
April Paszkiewicz	<u>April Paszkiewicz</u>
Betsy Copeland	<u>Betsy Copeland</u>
Bettina Morgan	<u>Bettina Morgan</u>
Dale Griffith	<u>Dale Griffith</u>
Erika Flynn	<u>Erika Flynn</u>
Jim Riley	<u>Jim Riley</u>
Kevin Donovan	<u>Kevin Donovan</u>
Robert J. Barker, Sr.	<u>Robert J. Barker, Sr.</u>
Robert J. Barker, Jr.	<u>Robert J. Barker, Jr.</u>
Ryan Pretko	<u>Ryan Pretko</u>
Ryan Wilkie	<u>Ryan Wilkie</u>
Shannon Pilkington	<u>Shannon Pilkington</u>
Tabitha Hartley	<u>Tabitha Hartley</u>
Tabitha Poteat	<u>Tabitha Poteat</u>
Talia Rosario	<u>Talia Rosario</u>

The resolution was unanimously approved. There being no further business before the meeting, on motion duly made, seconded and carried, it was adjourned.

Robert J. Barker, Sr.
Robert J Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker
Patricia M. Barker
Secretary of the Board of Directors



Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Request for Bid (RFB)

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **36-28AUG17**
Commodity Title: **Corrections Uniforms Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Monday, August 28, 2017**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**
Directions: The Purchasing Office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance.

Bid Opening

Day / Date: **Monday, August 28, 2017**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Instructions for Compliance with House Bill 1549**
Work Authorization Certification
Certification of Individual Bidder
Affidavit
Debarment Form
Sample Order Form
Standard Terms and Conditions
“No Bid” Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Vendor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Vendor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Vendor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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. The County also reserves the right to award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Vendor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **date of award through August 31, 2019** and may be automatically renewed for up to an additional **three (3) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Vendor" for a Term and Supply contract for **Correction's Uniforms**.
- 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the vendor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the vendor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICES**
- 2.6.1. **Trousers:** The vendor shall provide the following **black** trousers in sizes 28" – 54" Waist, Short, Regular, and Long. Vendor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.1.1. **Propper Women's Tactical Pant F5254-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.2. **Propper Men's Tactical Pant F5252-50 Black:** 65% polyester/35% cotton lightweight rip stop
- 2.6.1.3. **Propper BDU Trousers (Button Fly) F5201-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.4. **Propper BDU Trousers (Zipper Fly) F5205-38 Black:** Battle Rip 65% polyester/25% cotton rip stop
- 2.6.1.5. **Propper TAC.U Pant Black F5212-38:** 65% polyester/35% cotton rip stop
- 2.6.1.6. **Tru-Spec 24-7 Series Men's Tactical Pants Black:** 65% polyester/35% cotton rip stop
- 2.6.2. **Shirts:** The vendor shall provide the following **khaki** Propper brand shirts. Vendor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2.1. **Propper Tactical Short-Sleeve Dress Shirt F5301-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.2. **Propper Tactical Long-Sleeve Dress Shirt F5302-38 Khaki:** Battle Rip 65% polyester/35% cotton rip stop
- 2.6.2.3. **Propper Men's Tactical Short-Sleeve Shirt F5311-50 Khaki:** 65% polyester/35% cotton lightweight rip stop
- 2.6.2.4. **Propper Men's Tactical Long-Sleeve Shirt F5312-50 Khaki:** 65% polyester/35% cotton lightweight rip stop

- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the vendor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. Sewing, embroidering or adding any kind of embellishment to the uniforms is not included in this bid.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.9.1. **ACH Payments** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Sheriff's Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Vendor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. Prompt Payment Terms: _____

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.9. PRICING				
NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW				
Item #	Description	Unit Price	Qty	Extended Price
Trousers:				
4.9.1.	Propper Women's Tactical Pant Style #F5254-50 Black in accordance with Section 2.6.1.	\$	50	\$
4.9.2.	Propper Men's Tactical Pant Style #F5252-50 Black in accordance with Section 2.6.1.	\$	98	\$
4.9.3.	Propper BDU Trouser (Button Fly) Style #F5201-38 Black in accordance with Section 2.6.1.	\$	98	\$
4.9.4.	Propper BDU Trouser (Zipper Fly) Style #F5205-38 Black in accordance with Section 2.6.1.		48	
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black in accordance with Section 2.6.1.	\$	50	\$
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	\$	50	\$
4.9.7.	Tru-Spec 24-7 Series Women's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.	\$	50	\$
4.9.8.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$	

	Shirts:			
4.9.9.	Propper Tactical Short-Sleeve Dress Shirt Style #F5301-38 Khaki in accordance with Section 2.6.2.	\$	75	\$
4.9.10.	Propper Tactical Long-Sleeve Dress Shirt Style #F5302-38 Khaki in accordance with Section 2.6.2.	\$	75	\$
4.9.11.	Propper Men's Tactical Short-Sleeve Shirt Style #F5311-50 Khaki in accordance with Section 2.6.2.	\$	75	\$
4.9.12.	Propper Men's Tactical Long-Sleeve Shirt Style #F5312-50 Khaki in accordance with Section 2.6.2.	\$	75	\$
4.9.13.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$	
4.9.14.	TOTAL (EXTENDED PRICE COLUMN)			\$

4.15. **Delivery After Receipt of Order (# of days):** _____

4.16. **RENEWALS**

4.16.1. Maximum % Increase 1st Renewal Period: _____ %

4.16.2. Maximum % Increase 2nd Renewal Period: _____ %

4.16.3. Maximum % Increase 3rd Renewal Period: _____ %

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.17. _____ Yes _____ No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.18.

Authorized Representative (Sign by Hand):

4.18.1. _____

Type or Print Signed Name:

4.18.2. _____

4.18.3. Date: _____

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 vendor 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.cb1d4c2a3c5b9ac89243c6a7543f6d1a/?vgnextoid=75bcc2c261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bcc2e261405110VgnVCM1000004718190aRCRD>

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*.

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

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all sub-contractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____)
Affiant

_____)
Date

_____)
Printed Name

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

Notary Public

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

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 Contract)

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

BOONE COUNTY CORRECTIONS UNIFORM ORDER FORM

County Contact:

Date of Order:

Item #	Description	Unit Price	Qty	Size	Extended Price
TROUSERS					
4.9.1.	Propper Women's Tactical Pant Style #F5254-50 Black in accordance with Section 2.6.1.				\$
4.9.2.	Propper Men's Tactical Pant Style #F5252-50 Black in accordance with Section 2.6.1.				\$
4.9.3.	Propper BDU Trouser (Button Fly) Style #F5201-38 Black in accordance with Section 2.6.1.				\$
4.9.4.	Propper BDU Trouser (Zipper Fly) Style #F5205-38 Black in accordance with Section 2.6.1.				\$
4.9.5.	Propper TAC.U Pant Style #F5212-38 Black in accordance with Section 2.6.1.				\$
4.9.6.	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.				\$
4.9.7.	Tru-Spec 24-7 Series Women's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with Section 2.6.1.				\$
4.9.8.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$0.00		
SHIRTS					
4.9.9.	Propper Tactical Short-Sleeve Dress Shirt Style #F5301-38 Khaki in accordance with Section 2.6.2.				\$
4.9.10.	Propper Tactical Long-Sleeve Dress Shirt Style #F5302-38 Khaki in accordance with Section 2.6.2.				\$
4.9.11.	Propper Men's Tactical Short-Sleeve Shirt Style #F5311-50 Khaki in accordance with Section 2.6.2.				\$
4.9.12.	Propper Men's Tactical Long-Sleeve Shirt Style F5312-50 Khaki in accordance with Section 2.6.2.				\$
4.9.13.	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$0.00		
4.9.14.	TOTAL (EXTENDED PRICE COLUMN)				\$

4.15. Delivery After Receipt of Order (# of days): 7-21 Days

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 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.
19. **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, Room 111
Columbia, MO 65201

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list 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: 36-28AUG17- Corrections Uniforms Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
Request for Bid #: 36-28AUG17 - Corrections Uniforms - Term & Supply

ADDENDUM #3 - Issued August 15, 2017

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

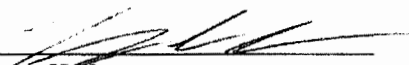
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1) Question Received by the County:

Do you have any past history or bid tab showing who was awarded, when and at what price. I did go to your website but did not know the year or bid #?

Response by the County:

On the Boone County website under Purchasing are the County's bid files dating back to 2004. The current contract's bid tab is available under 2014 bid files, 42-24SEP14. The bid was awarded to Bluegrass Uniforms & Equipment.

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # **36-28AUG17 - Corrections Uniforms - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 36-28AUG17 - Corrections Uniforms - Term & Supply

ADDENDUM #2 - Issued August 11, 2017

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.


Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1) Question Received by the County:

Will these be ordered on an as needed basis or all at once?

Response by the County:

Orders will be made on an as-needed basis.

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid # **36-28AUG17 - Corrections Uniforms - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 36-28AUG17 - Corrections Uniforms - Term & Supply

ADDENDUM #1 - Issued August 4, 2017

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1) Question Received by the County:

Will we need to size the individuals for these items or will a list of sizes be provided?

Response by the County: Trousers must be available in sizes 28" – 54" Waist; Short, Regular, and Long. Vendor must be able to supply all sizes. Vendor must be able to supply shirts in all sizes. Quantity of items and sizes will be provided in the order form.

By: _____

Robert Wilson

Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **36-28AUG17 - Corrections Uniforms - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of

October

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 34-24JUL17 – Digital Advertising to Cumulus Media, Inc. of Columbia, MO and Lundmark Advertising + Design, Inc. of Kansas City, MO.

Terms of the bid award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

Done this 2nd day of October, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

429-2017

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: September 18, 2017
RE: RFP Award Recommendation: 34-24JUL17 – *Digital Advertising*

Request for Proposal 34-24JUL17 – *Digital Advertising* closed on July 24, 2017. Five proposal responses were received.

The evaluation committee consisted of the following:

Chad Martin, Director, Joint Communications
Joe Piper, Deputy Director, Joint Communications
Jenna Redel, Director, Human Resources

The evaluation committee recommends a dual award to Cumulus Media, Inc. of Columbia, Missouri and Lundmark Advertising + Design, Inc. of Kansas City, Missouri for offering the best solution(s) and pricing for Boone County per their attached evaluation report.

Invoices will be paid from department 2701 – Joint Communications Operations, account 84300 – advertising. \$8,000 was budgeted for digital advertising for 2017.

ATT: Evaluation Report; RFP Opening

cc: Proposal File

429-2017

RFP OPENING: 34-24JUL17 - Digital Advertising for Joint Communications
<u>OFFERORS</u>
Lundmark Advertising and Design
VisionWorks Marketing Group
Zimmer Radio & Marketing Group
Cumulus Media Inc.
Columbia Daily Tribune

429-2017

**PURCHASE AGREEMENT
FOR
DIGITAL ADVERTISING TERM AND SUPPLY**

THIS AGREEMENT dated the 27th day of October 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cumulus Media Inc.**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Digital Advertising Term and Supply**, County of Boone Request for Proposal, #34-24JUL17, Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions for Awarded Contractor, Proposal Submission Information, the un-executed Response/Pricing Page, Standard Terms and Conditions, Work Authorization Certification, Clarification #1, as well as the Contractor's Proposal response dated **July 24, 2017** and Clarification response dated **August 22, 2017**, executed by **Mark J. Mills** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions for Awarded Contractor, Proposal Submission Information, the un-executed Response/Pricing Page, and the Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Duration - The contract period shall begin on date written above **and extend through August 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's proposal response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Digital Advertising rates and services as identified and responded to in the Contractor's Response Form rate sheet attachment. Advertising will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County.

Any media partner shall be paid direct by Contractor and then be reimbursed by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Joint Communications department, and may only include the prices as identified in the Contractor's proposal response. No additional fees for delivery or extra services not included in the proposal response or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual


agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:


- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.


CUMULUS MEDIA INC.

by 
 title Sales Representative
 address 503 Old Highway 63 North
Columbia, MO 65201

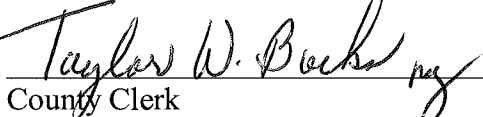
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:



 County Counselor

ATTEST:


 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

 09/19/2017 2701-84300 - Term & Supply
 Signature Date Appropriation Account

CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to mbobbitt@boonecountymo.org.

I. CLARIFICATION – please provide a response to the following requests.

- 1) Provide information so we may evaluate your experience and expertise to include the following:
 - Paragraph 3.3.5.d. The identification of the contractor's team of personnel who will be assigned to the project. Include their biographies and years of experience.
 - References as detailed in paragraph 5.1.4.2.
- 2) Provide additional explanation for the pricing structure. It is not clear. Is the pricing structure set-up where the broader the audience, the more we pay?
- 3) How many years of experience does your organization have with digital advertising?
- 4) What if any other charges should the County expect related to the proposed ad campaign, such as separate charges from Google, etc.?
- 5) **Provide a detailed price for the following ad campaign scenario:**

Goal: Raise public awareness of 311 service in Boone County.

Target audience: Boone County citizens and visitors.

Period of time for ad campaign: 6 months

Describe your most effective ad campaign to reach the targeted audience.

Describe how you would measure the effectiveness of this ad campaign. Provide a sample report. Do you provide measuring benchmarks along the way? Address whether your company provides its expert opinion on the effectiveness of the ad campaign.

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: CUMULUS MEDIA, INC

Address: 503 Old Highway 63 North
Columbia, Mo 65201

Telephone: 573-449-4141 Fax: 573-449-7770

Federal Tax ID (or Social Security #): 36-4159663

Print Name: MARK J. MILLS

Title: Senior Marketing Consultant

Signature: 

Date: 8/22/2017

E-mail: mark.mills@cumulus.com

BOONE COUTY – MISSOURI

PROPOSAL NUMBER AND DWSCRIPTION: 34-24JULY17 – Digital Advertising

Cumulus Response to CLARIFICATION FORM #1

mbobbitt@boonecountymmo.org

- 1) Mark Mills, Senior Marketing Consultant for Cumulus, has one year’s experience in selling digital advertising products and digital strategies.
Melissa Karotka, Key Accounts Manager/Director of Digital Advertising for Cumulus, has over 10 years experience in digital advertising placement, account management, and digital sales strategy.
Shelly Gubser, Account Director and Trainer for VICI, has over 13 years experience working with clients from large corporate brands to small local businesses. She has held positions in digital, account management, PR, brand development and media strategy.
- 2) All of the Cumulus digital products are priced per impression. In other words, we sell on a cost per thousand basis based on the number of impressions necessary to achieve the goals of the digital marketing plan. There are minimum impression levels on every type of digital advertising, necessary to achieve a basic “reach” level to advertisers. The pricing is set-up where the broader the audience, the more the campaign will cost. However, those decisions are planned up-front so you would know the total cost going in to executing the plan.
- 3) Cumulus Media, Inc. Columbia/Jefferson City has been offering digital advertising for just over a year. Our digital portfolio grows on a monthly basis. VICI, the Cumulus contractor that handles the display types of digital advertising has over 10 years experience. Media Prowler, the Cumulus contractor that handles e-mail types of digital advertising has over 15 years experience.
- 4) The County should not expect any other charges related to the proposed ad campaigns, either digital display advertising plans or e-mail based digital advertising plans. The cost per thousand for these digital advertising plans covers the cost of the creative and the bid (auction) cost of the impressions through an exchange of the contractor’s choice (dependent on the type of display advertising chosen). The only exception to this would be “re-targeting” (where we send display ads to folks that have clicked our display ad, but did not convert – do what we want them to on our website landing page), which is not a part of our plan.
- 5) Digital advertising plan for public awareness of 311 service in Boone County/6 months:

This display advertising plan allows us to deliver display ads for 3-1-1 to all types of electronic devices as folks within the demographic group that we pre-select (by geography and other details) go about their individual interaction with their electronic devices. When the viewer clicks on the display ads for more information they will be delivered to a “landing spot” website page that we pre-determine to see the information on the 3-1-1 service. We use the three

types of display ad targeting to make sure we cover as many Boone Countians as we can, based on their computer usage tendencies to teach them about 3-1-1.

BEHAVIORAL TARGETED DISPLAY ADS: 50,000 Impressions per month
 AD NETWORK TARGETED DISPLAY ADS: 50,000 impressions per month
 KEYWORD TARGETED DISPLAY ADS: 50,000 impressions per month

150,000 impressions per month
 \$10.00 cost per thousand per month
 \$1,500 total cost per month
 \$9,000 total cost for 6 month advertising plan
 Here' what the invoice would look like at the end of each month:

<p>PAY THIS AMOUNT: \$1,280.00</p> <p>Bill To: Boone County Joint Communications 2145 E. County Drive</p> <p>Columbia, MO 65202</p> <p>Advt#278235</p> <p>Terms: Due on Receipt</p>	<p>Remit To: 3595 Momentum Place Chicago, IL 60689-5335</p> <p>Station: Cumulus-Columbia, MO - KPLA-FM Phone#: 573-449-4141</p> <p>Invoice #: 1365196257 Invoice Date: 06/30/17 Order #: 409381</p> <p>Acct Exec: Mark Mills Estimate #: Description: 2017 Recruitment Campaign - Digital</p>																																																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">Day</th> <th style="width: 12%;">Date</th> <th style="width: 8%;">Time</th> <th style="width: 3%;">Len</th> <th style="width: 10%;">Line #</th> <th style="width: 10%;">Rate</th> <th style="width: 3%;">Cl</th> <th style="width: 46%;">Product</th> </tr> </thead> <tbody> <tr> <td>Mon</td> <td>06/05/17</td> <td></td> <td>0</td> <td>3128443</td> <td>\$20.00</td> <td>B</td> <td>BCJC-Rotating Website Banner</td> </tr> <tr> <td>Mon</td> <td>06/12/17</td> <td></td> <td>0</td> <td>3128443</td> <td>\$20.00</td> <td>B</td> <td>BCJC-Rotating Website Banner</td> </tr> <tr> <td>Mon</td> <td>06/12/17</td> <td></td> <td>0</td> <td>3128428</td> <td>\$500.00</td> <td>B</td> <td>BCJC-Ad Networks 50,000 impr/month Apr 17-Jul 16</td> </tr> <tr> <td>Mon</td> <td>06/12/17</td> <td></td> <td>0</td> <td>3128436</td> <td>\$500.00</td> <td>B</td> <td>BCJC-Behavioral 50,000 impr/month Apr 17-Jul 16</td> </tr> <tr> <td>Mon</td> <td>06/12/17</td> <td></td> <td>0</td> <td>3128446</td> <td>\$200.00</td> <td>B</td> <td>BCJC-Re-Targeting 2,000 impr/month Apr 17-Jul 16</td> </tr> <tr> <td>Mon</td> <td>06/19/17</td> <td></td> <td>0</td> <td>3128443</td> <td>\$20.00</td> <td>B</td> <td>BCJC-Rotating Website Banner</td> </tr> <tr> <td>Mon</td> <td>06/26/17</td> <td></td> <td>0</td> <td>3128443</td> <td>\$20.00</td> <td>B</td> <td>BCJC-Rotating Website Banner</td> </tr> </tbody> </table>								Day	Date	Time	Len	Line #	Rate	Cl	Product	Mon	06/05/17		0	3128443	\$20.00	B	BCJC-Rotating Website Banner	Mon	06/12/17		0	3128443	\$20.00	B	BCJC-Rotating Website Banner	Mon	06/12/17		0	3128428	\$500.00	B	BCJC-Ad Networks 50,000 impr/month Apr 17-Jul 16	Mon	06/12/17		0	3128436	\$500.00	B	BCJC-Behavioral 50,000 impr/month Apr 17-Jul 16	Mon	06/12/17		0	3128446	\$200.00	B	BCJC-Re-Targeting 2,000 impr/month Apr 17-Jul 16	Mon	06/19/17		0	3128443	\$20.00	B	BCJC-Rotating Website Banner	Mon	06/26/17		0	3128443	\$20.00	B	BCJC-Rotating Website Banner
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Ad production included at no charge

Ongoing support (nearly daily) from our account manager (and staff) to hold the effectiveness of the campaign as it goes along. As an example, if necessary, our staff may change the placement of the impressions to the area that are working in the most effective way through the campaign.

In other words, if “Behavioral” is getting the best “click through rates”, they may take some impressions from “Ad Network” and move them to “Behavioral” for best success.

Monthly reports on the progress of the display advertising campaign along with a final overall (total campaign) report at the end of the plan. We would review the effectiveness of the digital marketing campaign using national average “click through rates”. (The average CTR for digital display advertising is 0.07%).

CUMULUS
COLUMBIA - JEFFERSON CITY
DIGITAL SOLUTIONS

Lifetime

Digital Marketing Report for

Boone County Joint Communications

Flight	Impr.	Clicks	CTR
Boone County Joint Communications - Careers Native	205,907	2,802	1.36%
Boone County Joint Communications - Office/Retail Clerical Networks	103,579	32	0.03%
Boone County Joint Communications - Jobs/Govt & Public Sector Jobs Behavioral	861	0	0.00%
Boone County Joint Communications - Retargeting	173	0	0.00%
	310,520	2,834	0.91%

Your Campaign Conversions:

Conversion Name	Click conv.	View-through
Boone County Job Openings Page View	0	72
Boone County VT Visits	0	41
	0	113

Details on these three digital display advertising programs and a full final detailed digital marketing campaign report follow.

Additional note: A new product that has been introduced to us since the bid was completed is “Native”. After a nearly year-long testing period, VICI has made this digital advertising available to us. Their effectiveness is top-notch! The minimum is 150,000 impressions. The cost per thousand is \$10 so the monthly cost would be the same \$1,500.00 as the plan presented for Behavioral/Display/Keyword Targeting.

Native Ads



Native display ads go across all devices and match the look, feel and visual context of the website or app where they are seen.



I have included some additional information on Native digital advertising.

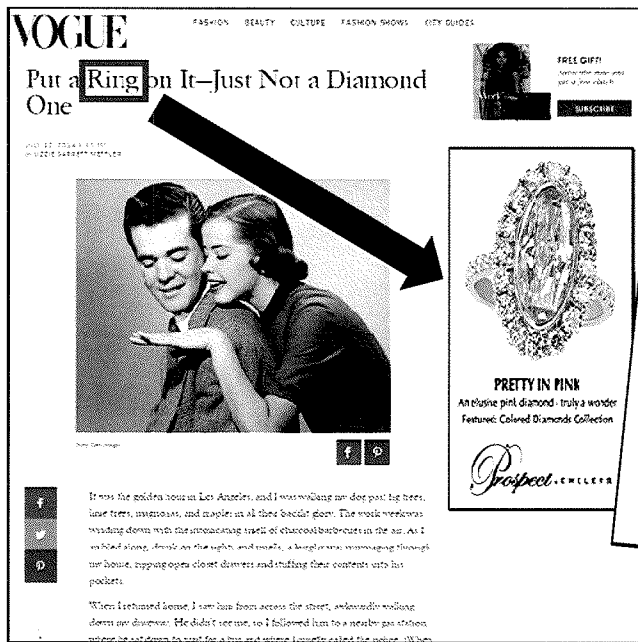
Keyword Targeting



*Showing your display
or video ads on
webpages that contain
keywords related to
your business, across
all devices.*



Keyword Targeting works by targeting people who go to webpages that contain your keywords...



Keyword Targeting can be a more efficient and effective way of reaching people searching for keywords than doing Pay Per Click (AdWords)...Why?

Only 10% of searchers click on paid ads



GOOGLE SEARCH CLICKS

Paid Search Ads

About 22,600,000 results (0.36 seconds)

Shop for engagement rings on Google

 Engagement Ring Guide - BlueNile.com www.bluenile.com Choose the Ring She'll Love With Our Engagement Ring Buying Guide 30 Day Returns - Free FedEx Shipping - 24/7 Call Center - Ships Within 24 Hours Rated Elite For Customer Service - Stella Secure Ratings: Product quality: 9/10 - Website: 7.5/10 - Service: 7/10 Perfect Circle® Insurance - Free Ring Sizer - Engagement Ring Guide	 Blue Engagement Ring \$20,999.00 9/10 James Allen	 Diamond Engagement Ring \$42,999.00 9/10 James Allen	 1.00 Carat Gold Ring \$5,500.00 9/10 James Allen	 1.00 Carat Ring \$2,275.00 8/10
 Sell Your Engagement Ring - FarewellDiamond.com www.farewelldiamond.com Reliable Service & Maximum Value From A Diamond Buyer You Can Trust	 Natural Engagement Ring \$14,999.00 9/10 James Allen	 Natural Blue Diamond Engagement Ring \$3,999.00 9/10 James Allen	 1.00 Carat Gold Ring \$7,649.00 8/10	 Blue Ring 1.00 Carat Ring \$5,127.00 8/10

Organic Listings

How to buy an engagement ring — a man's guide - The Week
theweek.com/articles/.../buy-engagement-ring-mans-guide - The Week -
Nov 19, 2013 - How to buy an engagement ring — a man's guide - Carmel Labella: You
don't have to go all Kanye to make your fiancée-be happy. (Photo by
You visited this page on 2/2/15)

How to Buy an Engagement Ring - GO.com
www.go.com/.../buying-engagement-ring-shopping-diamonds-jewelr... - GO -
There's bafflingly little useful advice out there about buying an engagement ring.
Google mostly spits back websites that teach you how to become an amateur.

How to Buy an Engagement Ring - The Definitive Guide ...
www.bluenile.com/.../engagement-rings-engagement-ring-guid - Blue Nile -
The classic engagement ring is composed of two parts: a diamond and a setting. For
the best value, find the engagement ring setting she'll love then decide the

Engagement Ring Buying Guide - How To Buy Diamonds ...

Source: www.dmn3.com/dmn3-blog/paid-vs.-organic-search-which-is-better



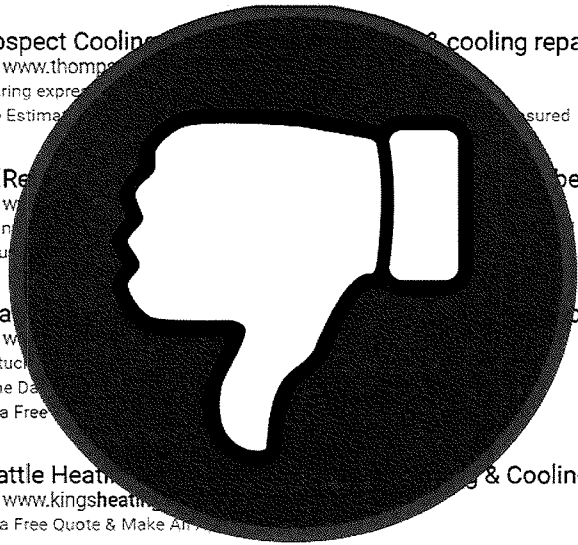


Prospect Cooling & Heating cooling repair
Ad www.thompsoncooling.com
Offering experienced technicians & insured
Free Estimates

BelRed Heating & Cooling belred.com
Ad We provide quality heating & cooling services
We install & service furnaces, boilers, air conditioning
I've used BelRed for many years & they are the best!

Heat & Air Conditioning Services hcs.com
Ad We provide quality heating & cooling services
Kentucky's leading HVAC & Cooling Svc
Same Day Service
Get a Free Quote

Seattle Heating & Cooling Svc
Ad www.kingsheating.com
Get a Free Quote & Make An Appointment



73% OF SMBS SAID USING ADWORDS PRODUCED VERY FEW, IF ANY BUSINESS LEADS

According to a study by Manta, 40% of small to medium sized businesses said using AdWords (pay-per-click ads) didn't directly yield ANY new business leads. An additional 33% said AdWords produced VERY FEW leads.

Source: www.Isainsider.com



With Keyword Targeting we are NOT showing ads on Google, we're showing your ads on websites that people click to that contain your keywords

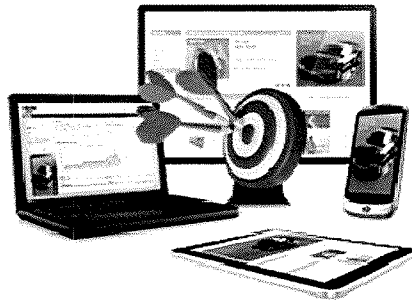
The screenshot shows the GQ website interface. At the top, there are social media icons for Twitter and Facebook, and a 'SHOW' button. The GQ logo is prominently displayed in the center, with 'LOOK SMART' and 'LIVE SMART' on either side. Below the logo is a navigation bar with categories: 'STYLE', 'WOMEN', 'ENTERTAINMENT', 'LIFE', 'VIDEO', 'MORE', and a search bar. A large black arrow points from the 'MORE' category to the sidebar advertisement.

The main content area features an article titled 'How to Buy the Right Engagement Ring' with a sub-header 'THE GO HOW-TO INDEX'. The article text includes: 'You found your soul mate, now you just need to find the rest of her life. No pressure. Obviously—once you figure out what she likes (with a little subterfuge), the rest is easy.' Below the text is a photograph of several engagement rings.

The sidebar advertisement is for 'Prospect Jewelers' and features a large image of a pink diamond ring. The text in the ad reads: 'PRETTY IN PINK An elusive pink diamond - truly a winner. Featured: Colored Diamonds Collection. Prospect JEWELERS'. Below the ad is a section titled 'THE BEST THINGS YOU'LL READ, EVER.*' with a sub-header 'OR AT LEAST TODAY'. It lists two items: '1 Sam Smith: The New Face of Soul' and '2 The New Rules of Chivalry'.



Ad Networks



*Showing your display
or video ads on groups
of websites targeted
to the type of
audience you want to
reach, across all
devices.*



80 Display Ad Networks:

Families & Households

- Moms & Families
- Dads
- Family Vacation
- Pet
- Bridal
- Real Estate
- Home Improvement
- Interior Decorating

Education

- Private School
- Undergraduate
- Graduate School
- Business Graduate

Health & Well-Being

- Beauty
- Food & Cooking
- Dental
- Fitness
- Green Living
- Healthcare
- Young Health Conscious Woman

Employment

- Job Seekers
- Office Admin
- Architecture
- Educators
- Engineers
- Executives
- IT Services
- Commercial Trans.
- Management
- Marketing
- Craftsman
- Nursing
- Retail Clerical
- Transportation
- Military
- Agriculture

Automotive

- Automotive Buyers
- RV & Camping
- Motorcycles

Demographics

- Christian
- LGBT
- African-American
- Working Man
- Jewish
- Adult Contemporary
- Urban Contemporary
- Music Lovers
- Country
- Hispanic
- Young Adult
- Women 21-34
- Women 35-54
- Men 21-34
- Men 35-54

Young Adults Lifestyle

- Teens
- Relationship/Dating
- Gamers
- Nightlife
- Tech Savvy
- Arts & Entertainment

Sports

- Sports
- Golf
- Extreme
- Football
- Nascar
- Outdoor
- Baseball/Softball
- College Sports

Business & Affluent

- Financial
- B2B
- Affluent
- Travel
- Upscale Senior
- Upscale Woman
- Small Business
- News & Info
- Political
- Weather

Emergency

- Personal Injury
- Financial Distress



Affluent Network

The Affluent Network contains more than 500 websites designed to target individuals with a high income and net worth. The content of these sites are focused on topics such as finance, business, investment, real estate, health, news, travel, entertainment, and more.

These websites have a high index for the following characteristics:

- Male or female
- Aged 35+
- Income of \$100K+
- Interested in business

Below is a list of sample sites in this network:

businessinsider.com
forbes.com
foxnews.com
usatoday.com
kayak.com
nytimes.com
nydailynews.com
bloomberg.com
latimes.com
travelocity.com
cnn.com
expedia.com
cnsnews.com
chictraveler.com
businessofcinema.com

thetreet.com
businessnewsdaily.com
travelchannel.com
golfdigest.com
businessesforsale.com
luxurytravelmagazine.com
seekingalpha.com
foxbusiness.com
golfmagic.com
vacationidea.com
huffingtonpost.com
golf.com
moneynews.com
homes.com
nbcnews.com

broadwayworld.com
usnews.com
advfn.com
economist.com
completewellbeing.com
coventryhealthcare.com
resortvacationstogo.com
virtualvacationguide.com
bankoftravelersrest.com
caribbeantravelmag.com
travelguides.com
fidelity.com
tripadvisor.com
investopedia.com
washingtonpost.com





Behavioral Targeting



Showing your display or video ads to specific consumers based on their previous on-line behavior, across all devices.



Consumers visit websites and receive cookies on their browser.



**Cookies track their actions:
website visits, page views, clicks, searches, repeat visits, time spent, etc.**



This info is compiled into Behavioral Categories we can target with ads.

Made a purchase online of organic groceries

Looked up vegetarian restaurants in online directory

Watched a video on fitness

Downloaded a coupon for workout equipment

Clicked on a link for athletic apparel

Shared a tweet about new protein bar

Searched online for area fitness clubs

Read a blog about exercise

HER BEHAVIORAL CATEGORIES:

- Organic Groceries
- Vegetarian Food
- Health Food
- Fitness
- Exercise
- Athletic Apparel
- Gym Memberships
- Fitness Equipment



Example Behavioral Categories:



Arts & Entertainment

Celeb & Entertainment News
Events & Listings
Bars, Clubs & Nightlife
Concerts & Music Festivals
Event Ticket Sales
Expos & Conventions
Food & Beverage Events
Live Sporting Events
Movie Listings
Broadway & Musical Theater
Art Museums & Galleries
Music (by type)

Autos & Vehicles

Vehicles (*by brand name*)
Bicycles & Accessories
Boats & Watercraft
Campers & RVs
Motorcycles
Off-Road Vehicles
Vehicle Maintenance
Vehicle Parts & Accessories
Auto Exterior
Engine & Transmission
Vehicle Wheels & Tires
Vehicle Shopping
Vehicle Reviews & Comparisons

Parenting

Parents of Infants
Parents of Pre-Teens
Parents of Teenagers
Parents of Toddlers
Parents of Young Children

Finance

Credit Level
Tax Preparation & Planning
ATMs & Branch Locations
Debit & Checking Services
Household Income
Home Equity Loans
Mortgages
Short-Term Loans & Cash Advances
Auto Financing
Financial Planning & Management

Law & Government

Accident & Personal Injury Law
Legal Services
Military

Real Estate

Real Estate Agencies
Real Estate Listings
Home Owners
Home Renters

Shopping

Apparel (*by type of clothing*)
Gems & Jewelry
Bridal Wear
Coupons & Discount Offers
Luxury Goods

Sports

Sports (*by type*)

Travel

Hotels & Accommodations
Vineyards & Wine Tourism
Tourist Destinations
Theme Parks
Zoos-Aquariums-Preserves
Tourist Boards & Visitor Centers

Food & Drink

Alcoholic Bev
Beer
Liquor
Wine
Food (*by type*)
Organic & Natural Foods
Food & Grocery Retailers
Convenience Stores
Restaurants

Catering

Dining Guides

Fast Food

Burgers
Fine Dining
Pizzerias

Health

Medical Facilities & Services
Doctors' Offices
Hospitals & Treatment Centers
Medical Tests & Exams
Men's Health
Learning Disabilities
Nursing
Assisted Living/Long Term Care
Oral & Dental Care
Vision Care

Eye Exams & Optometry

Eyeglasses & Contacts

Laser Vision Correction

Women's Health

Diseases (*by type*)

Ethnicity

African-American, Asian,
Hispanic, Middle Eastern

Hobbies & Leisure

Outdoors
Equestrian
Fishing
Hiking & Camping
Hunting & Shooting
Weddings
Water Activities
Boating
Surf & Swim

Home & Garden

Bed & Bath
Mattresses
Gardening & Landscaping
HVAC & Climate Control
Home Value
Home Appliances
Home Furnishings
Rugs & Carpets
Home Improvement
Doors & Windows
Flooring
Plumbing
Roofing
Pest Control
Swimming Pools & Spas
Yard & Patio

Jobs & Education

Colleges & Universities
Early Childhood Education
Vocational & Continuing Ed
Career Resources & Planning
Job Listings
Resumes & Portfolios
Jobs (*by type*)



Digital Marketing Report for

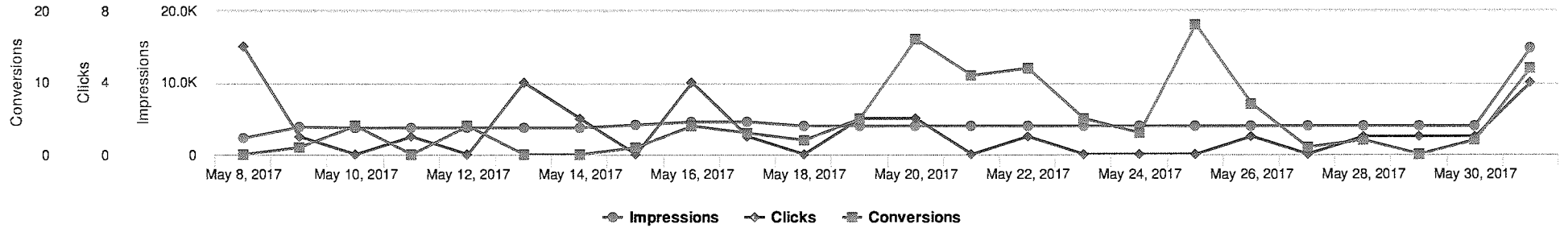
Boone County Joint Communications

Flight	Impr.	Clicks	CTR
Boone County Joint Communications - Careers Native	205,907	2,802	1.36%
Boone County Joint Communications - Office/Retail Clerical Networks	103,579	32	0.03%
Boone County Joint Communications - Jobs/Govt & Public Sector Jobs Behavioral	861	0	0.00%
Boone County Joint Communications - Retargeting	173	0	0.00%
	310,520	2,834	0.91%

Your Campaign Conversions:

Conversion Name	Click conv.	View-through
Boone County Job Openings Page View	0	72
Boone County VT Visits	0	41
	0	113

Display & Video Campaigns - Campaigns



Display & Video Campaigns - Flights

Flight Name	Impressions	Clicks	CTR
Boone County Joint Communications - Office/Retail Clerical Networks	103,579	32	0.03%
Boone County Joint Communications - Jobs/Govt & Public Sector Jobs Behavioral	861	0	0.00%
Boone County Joint Communications - Retargeting	173	0	0.00%
Totals	104,613	32	0.03%

Display & Video Campaigns - Creatives

Showing top 20 results ordered by Impressions

Creative Name	Flight Name	Impressions	Clicks	CTR
Boone County_Boone-County-Joint-Communications2.5100 2.gif	Boone County Joint Communications - Office/Retail Clerical Networks	103,579	32	0.03%
Boone County_Boone-County-Joint-Communications2.5100 2.gif	Boone County Joint Communications - Jobs/Govt & Public Sector Jobs Behavioral	861	0	0.00%
Boone County_Boone-County-Joint-Communications2.5100 2.gif	Boone County Joint Communications - Retargeting	173	0	0.00%
Totals		104,613	32	0.03%



Display & Video Campaigns - Devices

Showing top 20 results ordered by Impressions

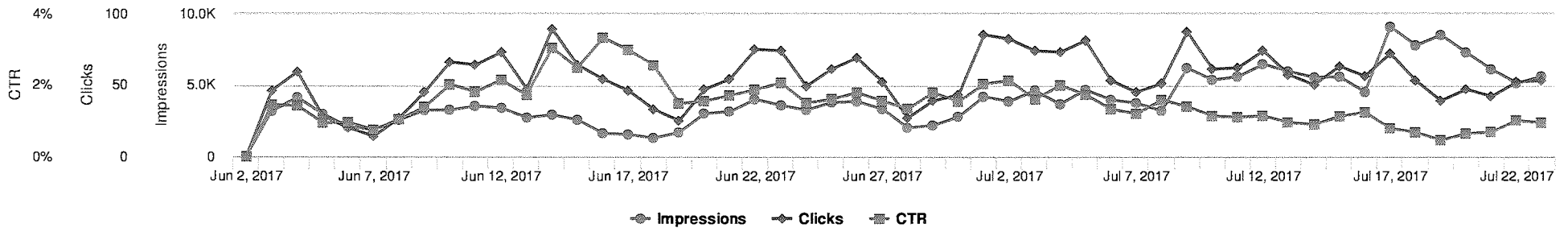
Device Type Name	Device Name	Impressions	Clicks	CTR
Mobile	iPhone	43,122	13	0.03%
Computer	Unknown	37,821	6	0.02%
Mobile	Unknown	13,815	10	0.07%
Tablet	iPad	5,325	3	0.06%
Unknown	Unknown	1,735	0	0.00%
Tablet	Unknown	1,505	0	0.00%
Computer	Unknown	344	0	0.00%
Mobile	iPhone	312	0	0.00%
Mobile	iPod	224	0	0.00%
Computer	Unknown	121	0	0.00%
Tablet	iPad	100	0	0.00%
Mobile	Unknown	53	0	0.00%
Game Console	Sony Playstation	32	0	0.00%
Unknown	Unknown	28	0	0.00%
Mobile	iPhone	24	0	0.00%
Mobile	Unknown	22	0	0.00%
Mobile	iPod	12	0	0.00%
Tablet	Unknown	12	0	0.00%
Tablet	Unknown	3	0	0.00%
Tablet	iPad	2	0	0.00%
Totals		104,613	32	0.03%

Display & Video Campaigns - Sites

Showing top 20 results ordered by Impressions

Publisher	Flight Name	Impressions	Clicks	CTR
therichest.com	Boone County Joint Communications - Office/Retail Clerical Networks	25,838	4	0.02%
suggest.com	Boone County Joint Communications - Office/Retail Clerical Networks	10,093	10	0.10%
weather.com	Boone County Joint Communications - Office/Retail Clerical Networks	9,366	6	0.06%
	Boone County Joint Communications - Office/Retail Clerical Networks	8,897	4	0.05%
zynga.com	Boone County Joint Communications - Office/Retail Clerical Networks	7,456	0	0.00%
tumblr.com	Boone County Joint Communications - Office/Retail Clerical Networks	4,955	0	0.00%
intellecast.com	Boone County Joint Communications - Office/Retail Clerical Networks	4,414	0	0.00%
easybib.com	Boone County Joint Communications - Office/Retail Clerical Networks	3,763	2	0.05%
wunderground.com	Boone County Joint Communications - Office/Retail Clerical Networks	2,875	0	0.00%
kizi.com	Boone County Joint Communications - Office/Retail Clerical Networks	2,696	0	0.00%
tmz.com	Boone County Joint Communications - Office/Retail Clerical Networks	2,693	1	0.04%
accuweather.com	Boone County Joint Communications - Office/Retail Clerical Networks	2,617	2	0.08%
salon.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,477	0	0.00%
facebook.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,459	0	0.00%
outtime.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,331	0	0.00%
askmen.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,301	0	0.00%
pastemagazine.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,211	0	0.00%
proboards.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,146	0	0.00%
newsweek.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,078	0	0.00%
roblox.com	Boone County Joint Communications - Office/Retail Clerical Networks	1,063	0	0.00%
Totals		104,613	32	0.03%

Native Advertising - Campaigns





Native Advertising - Ad Groups

Ad Group Name

Boone County Joint Communications - Careers Native

Impressions

205,907

Clicks

2,802

CTR

1.36%



Native Advertising - Ads

Showing top 20 results ordered by Impressions

Ad Title

Is a new career in your future?

Ad Group Name

Boone County Joint Communications - Careers Native

Impressions

205,907

Clicks

2,802

CTR

1.36%



Native Ads



Native display ads go across all devices and match the look, feel and visual context of the website or app where they are seen.






Your ads could be any of hundreds of formats depending on the device and website or app where it appears.


Mobile in-app ad


Sponsored
Get an education at a price you can afford



Dakoma University [Learn More](#)

Desktop native ad




Sponsored 
Get an education at a price you can afford
With degrees in nursing, education, business administration and more - we have the next career path for you!
Dakoma University


Mobile native ad

Mobile pencil ad




Dakoma University  Sponsored
Get an education at a price you can afford




Get an education at a price you can afford
Dakoma University  Sponsored


Tablet native ad


Desktop pencil ad



Dakoma University  Sponsored

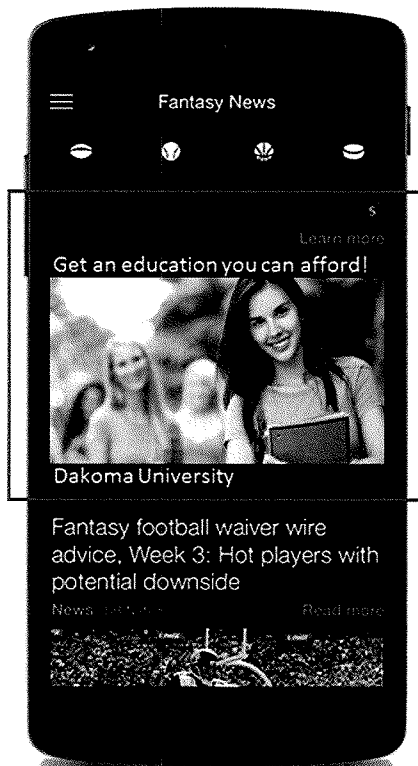
Get an education at a price you can afford
We have the next career path for you!



Get an education at a price you can afford
With degrees in nursing, education, business administration and more - we have the next career path for you!
Dakoma University  Sponsored

It's created in real time to match the format.





Targeting Options For Native Ads:

- **Categories** – 2,000 targeting categories including demographic, behaviors, and interests
- **Keywords** – target a list of up to 500 keywords related to your business, and show Native ads on the web pages where they appear
- **Email List** – target people on your email list with Native ads when they browse online
- **Lookalike Audience** – targeting people with similar characteristics to those on your email list



Return On Investment With Email “Match Back” Reports

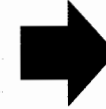
1	Email
2	leezachte@aol.com
3	labishann@gmail.com
4	mjb9691@aol.com
5	dpsprinkler@gmail.com
6	dleistico@aol.com
7	bsyinger@aol.com
8	caronkc@gmail.com
9	salsis110@gmail.com
10	capallerk@gmail.com

Each month you provide us with an Excel sheet of emails from your “sold list”



1	Email
2	dnelson319@comcast.net
3	susiebrewer27@gmail.com
4	idaandnormas5@comcast.net
5	westglove00@gmail.com
6	sewmuchfunquilting@gmail.com
7	brianquay@aol.com
8	malibupaulsv@aol.com
9	tovegasigo@aol.com
10	hayzden@aol.com
11	lorie@cdainteriors.com

We match those against the list of emails you gave us to target



You see how many people were sold to from the list we are targeting!

Native Targeting Categories:

Ages M/F: 18-24, 25-34, 35-44
 45-54, 55-64, 65+
 Accident & Personal Injury Law
 Adoption
 African-Americans
 Aging & Geriatrics
 American Football
 Anxiety & Stress
 Apartments & Rentals
 Apparel
 Army
 Assisted Living/Long Term Care
 ATMs & Branch Locations
 Auto Financing
 Auto Insurance
 Auto Interior
 Babies & Toddlers
 Bankruptcy
 Bargain Hunters
 Bars, Clubs & Nightlife
 Baseball Fans
 Beauty & Fitness
 Bridal Wear
 Business Professionals
 Campers & RVs
 Car Audio
 Charity & Philanthropy
 Christianity
 Cosmetic Procedures
 Coupons & Discount Offers

Debt Collection & Repo
 Discount & Outlet Stores
 Doors & Windows
 Events & Listings
 Eye Exams & Optometry
 Eyeglasses & Contacts
 Eyewear
 Family & Relationships
 Family Vacationers
 Family-Oriented Activities
 Farms & Ranches
 Fashion & Style
 Fast Food
 Financial Planning
 Fine Dining
 Fishing
 Fitness
 Flooring
 Food & Beverage Events
 Foodies
 Freight & Trucking
 Gambling
 Gardening & Landscaping
 Gay-Lesbian-Bi-Trans
 Gems & Jewelry
 Golf Enthusiasts
 Gourmet & Specialty Foods
 Green Living Enthusiasts
 Gyms & Health Clubs
 Hair Care

Hiking & Camping
 Home & Garden
 Home Appliances
 Home Decor Enthusiasts
 Home Furnishings
 Home Improvement
 Home Insurance
 Hunting & Shooting
 Inheritance/Estate Planning
 Injury
 In-market for Apartments
 In-market for Apparel & Access.
 In-market for Auto Loans
 In-market for Auto Repair & Maint.
 In-market for Children's Products
 In-market for Beauty Prod./Services
 In-market for Boats & Watercraft
 In-market for Bridal Wear
 In-market for Campers & RVs
 In-market for Collision & Repair
 In-market for Engagement Rings
 In-market for Fine Jewelry
 In-market for Fitness Products
 In-market for Flooring
 In-market for Outdoor Furniture
 In-market for Home Appliances
 In-market for Home Cleaning
 In-market for Home Décor
 In-market for Home Furnishings
 In-market for Home Improvement

In-market for Houses
 In-market for Jewelry & Watches
 In-market for Kitchen & Dining
 In-market for Men's Apparel
 In-market for Mortgage
 In-market for Moving & Relocation
 In-market for Plumbing Services
 In-market for Rugs & Carpets
 In-market for Toys & Games
 In-market for Window Treatments
 In-market for Wheels & Tires
 In-market for Women's Apparel
 Latinos & Latin-Americans
 Mattresses
 Military
 Nightlife Enthusiasts
 Oral & Dental Care
 Pest Control
 Pets
 Pizzerias
 Places of Worship
 Plumbing
 Real Estate Listings
 Seniors & Retirement
 Small Business
 Spas & Beauty Services
 Theme Parks
 Vision Care
 Weather
 Weddings
 Weight Loss

Thousands
of categories!



Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

August 15, 2017

Cumulus Media, Inc.
Attn: Mark Mills
503 Old Highway 63 North
Columbia, MO 65201
Mark.mills@cumulus.com

RE: Clarification #1 to 34-24JUL17 – Digital Advertising

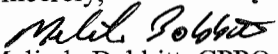
Dear Mr. Mills:

Following the County's initial evaluation meeting, the evaluation committee identified some questions that need clarification. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. August 22, 2017** by e-mail to mbobbitt@boonecountymo.org

You are reminded that pursuant to Section 610.021 RSMo, proposal documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response(s) are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,


Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

cc: Evaluation Committee Members
Proposal File

CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to mbobbitt@boonecountymo.org.

I. CLARIFICATION – please provide a response to the following requests.

- 1) Provide information so we may evaluate your experience and expertise to include the following:
 - Paragraph 3.3.5.d. The identification of the contractor’s team of personnel who will be assigned to the project. Include their biographies and years of experience.
 - References as detailed in paragraph 5.1.4.2.
- 2) Provide additional explanation for the pricing structure. It is not clear. Is the pricing structure set-up where the broader the audience, the more we pay?
- 3) How many years of experience does your organization have with digital advertising?
- 4) What if any other charges should the County expect related to the proposed ad campaign, such as separate charges from Google, etc.?
- 5) **Provide a detailed price for the following ad campaign scenario:**

Goal: Raise public awareness of 311 service in Boone County.

Target audience: Boone County citizens and visitors.

Period of time for ad campaign: 6 months

Describe your most effective ad campaign to reach the targeted audience.

Describe how you would measure the effectiveness of this ad campaign. Provide a sample report. Do you provide measuring benchmarks along the way? Address whether your company provides its expert opinion on the effectiveness of the ad campaign.

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

E-mail: _____



6. Response/Pricing Page

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

Company Name: CUMULUS MEDIA, INC.

Address: 503 Old Highway 63 North
Columbia, MO 65201

Telephone: 573-449-4141 Fax: 573-449-7770

Federal Tax ID (or Social Security #): _____

Print Name: MARK MILLS Title: Senior Marketing Consultant

Signature: [Handwritten Signature] Date: 7/21/2017

E-Mail Address: MARK.MILLS@CUMULUS.COM

Pricing – Please complete this Response Form and attach a more detailed price rate sheet outlining the services/venues with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.

6.1. Pricing - attach price rate sheet Attached MARK 7/21/2017

6.2. List any deviations to the original specifications:
None.

6.3. Dedicated Customer Service Representative for Digital Advertising: Mark Mills
Phone: 573-449-4141 x 310
E-mail: MARK.MILLS@CUMULUS.COM

6.4. Dedicated Customer Service Representative for Billing Inquiries: Jared Hitzhuzen
Phone: 573-449-4141 x 221
E-mail: JARED.HITZHUZEN@CUMULUS.COM

6.5. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) 3 %

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

6.7. 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: MARK MILLS
Organization: CUMULUS MEDIA, INC
Address: 503 Old Highway 63 North Columbia, MO 65201
E-mail: MARK.MILLS@CUMULUS.COM
Phone Number: 573-449-4141 x 310
Fax: 573-449-7770

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.showmeboone.com / Purchasing / Vendor Registration.

Boone County Joint Communications

Digital Advertising

RFP 34-24JULY17

Cumulus Digital Solutions

Mark Mills, Senior Marketing Consultant

Mark.mills@cumulus.com

O: 573-449-4141, x310

M: 573-881-2499

Melissa Karotka, Senior Digital Specialist

Melissa.karotka@cumulus.com

O: 573-449-4141, x210

SEO and Reputation Management

“Improving and promoting a website to increase the number of visitors the site receives from search engines.”

Minimum 6 month campaign.

Pricing is based on a number of individual and specific factors dependent on client.

Typically, monthly minimum costs is \$1,000.

Boone County Joint Communications

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Re-targeting

“Following people after they leave your website and showing them your display ad or video ad.”

\$11 CPM (Cost per thousand) impressions

Monthly minimum impressions: 100,000

Monthly product minimum impressions dependent on website traffic

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

Boone County Joint Communications

Digital Advertising

RFP 34-24JULY17

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O: 573-449-4141, x210

Ad Network Targeted Display

“Showing your display ad on groups of websites targeted to the type of audience you want to reach”

\$10 CPM (Cost per thousand) impressions

Monthly minimum impressions: 50,000

Monthly product minimum total: 100,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

Boone County Joint Communications

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

Keyword Targeted Display

“Showing your display ad to people who search your keywords or visit websites that contain your keywords.”

\$10 CPM (Cost per thousand) impressions

Monthly minimum impressions: 50,000 (per keyword list)

Monthly product minimum total: 100,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

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O: 573-449-4141, x210

Behavioral Targeted Display

“Showing your display ad to people based on their previous on-line behaviors and interests”

\$10 CPM (Cost per thousand) impressions

Monthly minimum impressions: 50,000

Monthly product minimum total: 100,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

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O: 573-449-4141, x210

Mobile Conquesting

“Using location based targeting combined with demographic and behavioral targeting to reach people with your display ad on their mobile devices”

\$15 CPM (Cost per thousand) impressions

Monthly minimum impressions: 50,000 per targeting category

Monthly product minimum total: 100,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

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Household IP Targeting

“Direct mail for the internet! Taking a list of street addresses, matching those to IP addresses and showing ads only to those households”

\$30 CPM (Cost per thousand) impressions

Monthly minimum impressions: 50,000 (with at least 500 addresses after the matching process)

Monthly product minimum total: 100,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

Boone County Joint Communications

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

Facebook/Instagram News Feed Ads

“Targeting people on Facebook and Instagram in their news feeds, with your display ads based on their demographics, interests, behaviors, or to your list of email addresses or phone numbers.”

\$25 CPM (Cost per thousand) impressions

Monthly minimum impressions: 40,000

Monthly product minimum total: 40,000

Three (3) month campaign minimum

Ad production at no charge, with 48 hour turnaround

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

\$35 CPM for video (video pre-roll)

Boone County Joint Communications

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

C-Mail Specifically Tailored Email Campaigns

“Email marketing achieves an expanded markets, brand recognition and measurable results using lists that are up-to-date after quarterly cleansing and re-qualifying.”

\$425 for 10,000 emails

One week campaign

Monthly minimum emails: 10,000

Ad production: \$100

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

Xenon Mail (Re-targeting to websites): \$8 additional charge for 10,000 emails

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

C-Mail Specifically Tailored Email Campaigns – FaceMail add-on

“Email marketing achieves an expanded markets, brand recognition and measurable results using lists that are up-to-date after quarterly cleansing and re-qualifying. FaceMail targets Facebook news feeds.”

\$350 for one week campaign

\$600 for two week campaign

\$1,000 for four week campaign

Ad production: \$100

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

Boone County Joint Communications

Digital Advertising

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Mark.mills@cumulus.com

O: 573-449-4141, x310

M: 573-881-2499

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

C-Mail Specifically Tailored Email Campaigns – TweetaMail add-on

“Email marketing achieves an expanded markets, brand recognition and measurable results using lists that are up-to-date after quarterly cleansing and re-qualifying. TweetaMail targets Twitter news feeds.”

\$350 for one week campaign

\$600 for two week campaign

\$1,000 for four week campaign

Ad production: \$100

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

Boone County Joint Communications

Digital Advertising

RFP 34-24JULY17

Cumulus Digital Solutions

Mark Mills, Senior Marketing Consultant

Mark.mills@cumulus.com

O: 573-449-4141, x310

M: 573-881-2499

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Melissa.karotka@cumulus.com

O: 573-449-4141, x210

C-Mail Specifically Tailored Email Campaigns – RecruitSend Deluxe

“Email marketing achieves an expanded markets, brand recognition and measurable results using lists that are up-to-date after quarterly cleansing and re-qualifying. RecruitSend targets job searchers the past 7 days with Hypomatic Deployment and hot leads, IP-Data Match to sends and email and a follow-up email to those active user’s inbox. Provides a warm lead list of everyone who has opened and clicked on the email.”

\$75 CPM (Cost per thousand) for emails

\$10,000 minimum emails

Ad production: \$100

Monthly reporting at no charge

Ongoing optimization throughout campaign at no charge

COUNTY OF BOONE - MISSOURI

**REQUEST FOR PROPOSAL
FOR
DIGITAL ADVERTISING
FOR BOONE COUNTY JOINT COMMUNICATIONS**

RFP 34-24JUL17

Release Date: June 23, 2017

Submittal Deadline:

July 24, 2017

not later than 1:30 p.m. Central Time

Location: Boone County Purchasing

613 E. Ash Street, Room 110

Columbia, MO 65201

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

**Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

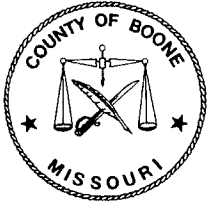
PROPOSAL #: 34-24JUL17 – Digital Advertising for Boone County Joint Communications

Sealed proposals will be accepted until 1:30 p.m. on Monday, July 24, 2017 in the Boone County Purchasing Office, Room 110, 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 or can be obtained on our web page: <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing

Insertion: Friday, June 23, 2017
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Monday, July 24, 2017** to:

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

- b) The County will not accept any proposals received after **1:30 P.M.** and will return such late proposals to the Offeror.
- c) **Proposal Opening:** Proposals will be opened shortly after 1:30 p.m. on July 24, 2017 in the Purchasing Department, 613 E. Ash Street, Room 110, Columbia, Missouri 65201.
- d) Offerors must submit **one (1) original, and four (4) copies** of the proposal (total of five). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- e) 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."
- f) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- g) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **34-24JUL17 – Digital Advertising Services for Boone County Joint Communications** 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) Work Authorization Certification
 - 8) Debarment Certification
 - 9) Standard Terms and Conditions
 - 10) Prior Experience
 - 11) “No Bid” Response Form

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than 1:00 p.m., July 17, 2017. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided 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:

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

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



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors for the provision of **digital advertising service** for the Boone County Joint Communications Department.

3.2. Background Information:

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

3.3. Scope of Services:

- 3.3.1. The digital advertising services will be utilized by the Boone County Joint Communications Department, 2145 E. County Drive, Columbia, Missouri 65202 for miscellaneous advertising needs throughout the contract period, which will be ordered on an “as needed” basis.
- 3.3.2. The County does not guarantee any specific amount of usage against this contract. The awarded contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 3.3.3. One anticipated advertising campaign will be for the 311 Service. This is the non-emergency number that can be called to report incidents that are not of an emergency nature and do not need the immediate presence of a law enforcement officer. Additional information about the 311 service can be found at <https://www.showmeboone.com/bcjc/311.asp>.
- 3.3.4. Offeror shall attach to their proposal response a price rate sheet outlining the services/venues with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.
- 3.3.5. The written “not to exceed” quote shall contain at a minimum the following:
- a. Digital Display ad description + elements
 - b. Date range of advertising
 - c. Venue of advertisement (contractor’s appropriate mix of activities)
 - d. The identification of the contractor’s team of personnel who will be assigned to the project.
 - e. A detailed line item guaranteed not-to-exceed total price of advertisement specifically itemizing each activity and the costs and expenses associated with each activity using the prices specified in the contract from the rate sheet.

- f. A description of how the services and the mix of activities will meet the campaign goals of the County.
- g. Impressions guarantee description
- h. Tracking process description
- i. Reporting description that includes how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the County's goals. The contractor shall understand and agree that the County designee will be an active partner in ensuring appropriate measures are identified in the advertisement plan and how such measures will be collected and reported.

3.3.5.1. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the written quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within 21 working days after the date of request for advertisement quote.

3.3.5.2. Changes to Advertisement Plan: The County will have the right to reject the contractor's advertisement plan, or any portion thereof, for any reason and will have the right to require modifications, changes, and additional elaboration to the plan as deemed necessary in order to ensure a comprehensive project and to ensure that the contractors proposed services are acceptable and will accomplish the desired objectives. In addition, the County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.

3.3.5.3. Oral Presentation of Digital Advertisement Plan: If required by County, the contractor shall orally present the contractor's advertisement plan to the County. If required, such presentation shall be scheduled by the County with at least 15 calendar days' notice to the contractor, unless otherwise mutually approved by both parties.

3.3.5.4. Evaluation of Advertisement Plan: Award of the resulting contract(s) from this RFP may be made to multiple responsive, responsible Offerors who are best qualified to perform in accordance with the terms and conditions of the contract, and whose cost and markets are deemed to be the most advantageous to Boone County's advertising needs. Selection of which awarded contractor to advertise with from the awarded contracts will be made on a case by case basis considering price and market factors. Boone County reserves the right to consider markets and related factors in selecting the most appropriate Contractor for placement of departmental advertisements.

- a. The department shall have the right to request a project quote from more than one contractor awarded a contract. The county will evaluate each completed advertisement plan and shall determine which plan, if any, will be the most advantageous to the County. Such determination will be based on the quality of the project described in the contractor's quote, timeframe for implementation of the project, and the guaranteed not-to-exceed total price that will be charged by the contractor for performing such project, and the contractor that best meets the needs, considering cost and markets.

3.3.5.5. Acceptance/Rejection of Advertisement Plan: After completion of the evaluation, the county shall either provide the contractor with a written rejection or with a written

acceptance of the contractor's advertisement plan. Acceptance of the plan by the County will constitute authorization to proceed with the implementation of the plan.

- 3.3.6. **Implementation of Advertisement Plan:** After acceptance of plan, the County will contact the contractor to begin the project. The contractor shall schedule and meet with the County designee to discuss the project methodology in the plan, the County's goals and objectives, and to obtain any specific information, data, and instructions necessary to prepare and finalize the project. The meeting shall take place at the County. The contractor shall not invoice nor be paid for attendance at such meeting.
- 3.3.7. After such meeting as stated above, the contractor shall execute, operate, and satisfy all requirements of the advertisement plan. The contractor shall perform those requirements assigned to the contractor and shall oversee and manage all other requirements of the plan, to ensure all requirements of the plan as approved by the County, are performed and accomplished. The contractor shall not change the personnel team members assigned to the project, except in extreme cases and must notify County designee in writing of the situation and reason any time a substitution of a team member is required. The contractor shall understand and agree that team member changes can be costly in terms of time lost and productivity and may reflect negatively on the contractor's performance.

3.4. General Requirements:

- 3.4.1. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 3.4.2. Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the County.
- 3.4.3. **Billing and Payment:** All invoices must be submitted to the using office:

Boone County Joint Communications
2145 E. County Drive
Columbia, MO 65202

Payment will be made within 30 days after receipt of a correct and valid monthly statement.

- 3.4.4. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the digital advertising quotes, and at least one company representative charged with handling billing questions and requests.
- 3.4.5. **Order Processing/Billing/Payment:** Boone County Joint Communications will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad

placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. Contract Period: The County intends to award a contract with a term commencing **upon contract award through August 31, 2018**. Under applicable law, the contract shall be subject to annual appropriation. This contract shall include **four (4) additional one (1) year options**, exercisable in the sole discretion of the County, whereby the term of the contract may be extended an additional year at the end of each term at the price as set forth in the proposal response.

Escalator Provision: Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices. Offeror shall list a maximum percentage increase on the Response Form.

4.2. Contract Documents: The successful Offeror shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

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

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

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

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

4.3.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

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

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

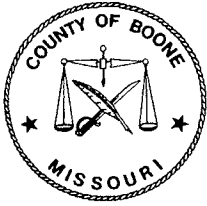
4.8. Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to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

4.9. 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 Department.

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

4.11. Patents: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

4.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

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

a. The Offeror shall submit the proposal to:

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

b. The proposal responses must be delivered no later than 1:30 p.m. on July 24, 2017. Proposals will not be accepted after this date and time.

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

- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

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

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

Offerors and their agents who have questions regarding this matter should contact the buyer of record.

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

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

5.1.3. Evaluation and Award Process:

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

- a. **Method of Performance**
- b. **Experience/Expertise of Offeror**
- 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. 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.

- 5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):
- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific services provided.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

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

5.1.7. Bidding Indemnification

By submitting a Proposal Response, each Offeror agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any proposal award

5.1.8. Proposal Response Expense

Any expense or costs incurred by the Offeror in the preparation of and response to the Proposal Documents will be at the sole cost and expense of the Offeror.



6. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – Please complete this Response Form and attach a more detailed price rate sheet outlining the services/venues with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.

6.1. Pricing - attach price rate sheet

6.2. List any deviations to the original specifications:

6.3. Dedicated Customer Service Representative for Digital Advertising:

Phone:

E-mail:

6.4. Dedicated Customer Service Representative for Billing Inquiries:

Phone:

E-mail:

6.5. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) _____%

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

6.7. **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:

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.showmeboone.com / Purchasing / Vendor Registration.

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.cb1d4c2a3e5b9ac89243c6a7543f6d1a/?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*.

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL PROPOSAL RESPONSES IN EXCESS OF \$5,000.00)**

County of _____)
State of _____)SS.

My name is _____. I am an authorized agent of _____
_____(Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Printed Name

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

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding Confirmation Page* that you received after enrolling

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

(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 - 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 Department 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 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.
19. **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.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



“No Bid” Response Form

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

Jacob Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

RFP: 34-24JUL17 – Digital Advertising Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

429-2017

**PURCHASE AGREEMENT
FOR
DIGITAL ADVERTISING TERM AND SUPPLY**

THIS AGREEMENT dated the 22nd day of October 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lundmark Advertising + Design, Inc.**, herein "Contractor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Digital Advertising Term and Supply**, County of Boone Request for Proposal, #34-24JUL17, Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions for Awarded Contractor, Proposal Submission Information, the un-executed Response/Pricing Page, Standard Terms and Conditions, Work Authorization Certification, Clarification #1, as well as the Contractor's Proposal response dated **July 24, 2017** and Clarification response dated **August 22, 2017**, executed by **Brandon Myers** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with the Instructions and General Conditions, Introduction and General Information, Scope of Services, Contract Terms and Conditions for Awarded Contractor, Proposal Submission Information, the un-executed Response/Pricing Page, and the Standard Terms and Conditions shall prevail and control over the Contractor's proposal response.

2. Contract Duration - The contract period shall begin on date written above **and extend through August 31, 2018**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's proposal response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, Digital Advertising rates and services as identified and responded to in the Contractor's Response Form and Clarification. Advertising will be provided as required in the proposal specifications and in conformity with the contract documents for the prices set forth in the Contractor's proposal response, as needed and as ordered by the County.

Digital advertising rate is \$100.00 per hour, regardless of the staff member working on the project or the project component (e.g. media planning, campaign management, creative development, etc.). Upon receiving direction and input for the specific project goals from County, Contractor shall provide a not to exceed project quote inclusive of all time expected to be spent on the campaign prior to beginning work.

Media partners shall be billed to County at net cost. Lundmark shall pay the media partner and then be reimbursed by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Joint Communications department, and may only include the prices as identified in the Contractor's proposal response. No additional fees for delivery or extra services not included in the proposal response or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of

the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

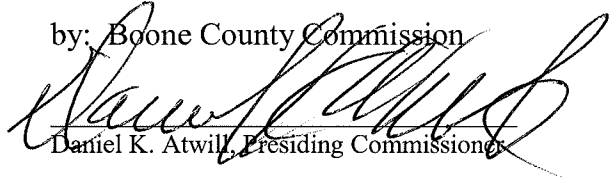
LUNDMARK ADVERTISING + DESIGN, INC.

BOONE COUNTY, MISSOURI

by Brandon Aggs

by: Boone County Commission

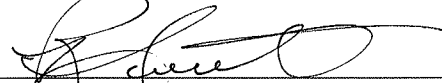
title PRESIDENT



Daniel K. Atwill, Presiding Commissioner

address 2345 GRAND BLVD, SUITE 200
KANSAS CITY, MO 64108

APPROVED AS TO FORM:

ATTEST:


County Counselor


County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)

Jane Pitchford by jg 09/19/2017 2701-84300 - Term & Supply
Signature Date Appropriation Account

CLARIFICATION FORM

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 34-24JUL17 - Digital Advertising

CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to mhobbitt@boonecountymo.org.

I. CLARIFICATION -- please provide a response to the following requests.

- 1) How many years of experience does your organization have with digital advertising?
- 2) Please provide reference information for the University of Missouri.
- 3) How is project planning handled for an out-of-town client? Phone, e-mail, WebX?
- 4) Clarify how the quoted \$100/ hour is billed. Is it billed for each stage of the project as identified in your proposal, i.e., for discovery, etc.? No other pricing has been included in the proposal response such as a rate sheet per impression (cpm) or per flight for the runs of the digital ads. Does the \$100/hour cover all costs associated with running a successful ad campaign? Does Lundmark provide a total estimated number of hours for an ad project at the on-set of the campaign? Address whether your company provides its expert opinion on the effectiveness of the ad campaign.
- 5) What if any other charges should the County expect related to the proposed ad campaign, such as separate charges from Google, etc.?
- 6) Provide a detailed price for the following ad campaign scenario:

Goal: Raise public awareness of 311 service in Boone County.

Target audience: Boone County citizens and visitors.

Period of time for ad campaign: 6 months

Describe your most effective ad campaign to reach the targeted audience.

Describe how you would measure the effectiveness of this ad campaign. Provide a sample report. Do you provide measuring benchmarks along the way? Do you provide your expert opinion on if the ad campaign is effective?

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name:

LUNDMARK ADVERTISING + DESIGN

Address:

2345 GRANA BLVD. SUITE 200
KANSAS CITY, MO 64108

CLARIFICATION FORM

Telephone: 816 842 5236 Fax: _____

Federal Tax ID (or Social Security #): 20-4732446

Print Name: BRANDON MYERS Title: PRESIDENT

Signature: Brandon Myers Date: 8.22.17

E-mail: Brandon@lundmarkadv.com

BOONE COUNTY JOINT COMMUNICATIONS

DIGITAL ADVERTISING SERVICES



LUNDMARK ADVERTISING + DESIGN
RFP 34-24JUL17 - RESPONSE TO QUESTIONS
AUGUST 22, 2017

RESPONSE TO QUESTIONS

1. How many years of experience does your organization have with digital advertising?

As a full-service advertising and design firm, our agency has been involved with digital media since its advent. Because digital media is ever evolving, our team stays on top of the opportunities available to ensure we are helping our clients connect with their target audience. We plan and manage campaigns on regular basis that include digital advertising ranging from email marketing to geo-fencing to cross-device display campaigns. Our firm was established in 1947 and the current management team has been working together on digital advertising campaigns for more than a decade.

2. Please provide reference information for the University of Missouri.

Lundmark recently participated in an RFP process and was selected as a Preferred Design Vendor for the University of Missouri. We attended training last month to get briefed on their brand standards and anticipate working on a number of projects for a variety of campus departments in the near future. Our contact is:

Allison VanSciver
Brand Manager
Division of Marketing & Communications
University of Missouri
vanscivera@missouri.edu
573-882-7359

Additionally, our lead graphic designer, Carra (Hansen) Buttress graduated from the University of Missouri and completed a number of graphic design projects for various departments. You may contact RJ for a reference on the quality of her work:

RJ Platto
Creative Coordinator
Mizzou Life
University of Missouri,
plattor@missouri.edu
573-882-5524

3. How is project planning handled for an out-of-town client? Phone, email, WebX?

We have a number of regional and national clients and have found that frequent communication in the form of email, conference calls, video conferencing, and cloud-based shared tracking documents will suffice in most cases. However, the proximity of Boone County to Kansas City allows for an easy drive and in-person meeting when needed.

RESPONSE TO QUESTIONS

4. Clarify how the quoted \$100/hour is billed. Is it billed for each stage of the project as identified in your proposal? Does the \$100/hour cover all costs associated with running a successful ad campaign? Does Lundmark provide a total estimated number of hours for an ad project on the on-set of the campaign? Address whether your company provides an expert opinion on the effectiveness of the ad campaign.

Our time is billed at the rate of \$100/hour, regardless of the staff member working on the project or the project component (e.g. media planning, campaign management, creative development, etc.). Upon receiving direction and input for the specific project goals, we will provide a project estimate inclusive of all time expected to be spent on the campaign prior to beginning work. For example, if we estimate 3 hours to develop the media strategy, 4 hours to develop the digital advertising creative assets, and 4 hours to manage the campaign implementation/reporting, the total agency fees estimated will be \$1,100 (11 hours).

Any media costs associated with a campaign would be separate, and passed along at net cost or invoiced directly from the media partner. Lundmark will forgo all commissions for negotiating and placing media insertions, thus stretching your budget further.

With every marketing and media plan we include strategy and rationale to meet the goals and objectives of the campaign, and we always provide our expert opinion at each step of the process.

5. What if any other charges should the County expect related to the proposed ad campaign, such as separate charges from Google, etc.?

As a smaller, independently-owned agency, we believe in aggressive pricing and budgets. Thus, any media costs will be billed to Boone County at net cost. For example, if the agreed upon media plan includes \$10,000 in digital advertising on the Google AdWords display network, Boone County would either pay the media partner (Google) directly, or Lundmark can pay the media partner and then be reimbursed by Boone County.

6. Provide a detailed price for the following ad campaign scenario:

GOAL: Raise public awareness of 311 service in Boone County

TARGET AUDIENCE: Boone County citizens and visitors

PERIOD OF TIME FOR AD CAMPAIGN: 6 months

Describe your most effective ad campaign to reach the targeted audience.

Describe how you would measure effectiveness of this ad campaign. Provide a sample report.

Do you provide measuring benchmarks along the way?

Do you provide your expert opinion on if the ad campaign is effective?

A sample project estimate for this ad campaign scenario as well as components of a client's recent digital advertising campaign recap report can be found on the following pages.

PROJECT ESTIMATE

TO: Boone County
FROM: Lundmark
DATE: August 22, 2017
RE: Boone County 311 Digital Advertising Program

OBJECTIVE:

Raise public awareness of 311 service in Boone County.

TARGET AUDIENCE:

Boone County citizens and visitors.

CAMPAIGN DURATION:

6 months

PROPOSED DELIVERABLES:

- Strategy development — Lundmark will meet with Boone County stakeholders to discuss past marketing efforts (if any exist) for the 311 service and develop key learnings. Upon completion of initial discovery, we will create a recommended media plan that includes recommended media partners, tactics, and spends.
- Creative development —Lundmark would handle creative development for all assets included in the media plan.
- Campaign implementation & management — Lundmark will traffic final artwork to each media partner included in the plan and monitor the campaign in real time. Bi-weekly reporting will be provided that analyzes impressions and click-thru rates. Additional metrics to monitor campaign effectiveness will be recommended. For example, unique UTM codes will be developed for each creative component to the campaign, which will link to the Google Analytics for <https://www.showmeboone.com/bcjc/311.asp>. Finally, a campaign recap analyzing the success of the campaign and making recommendations for improvements will be provided.

MEDIA PLAN:

Our final media plan will need to be refined based on the agreed upon strategy and Boone County's budget, but below is our initial recommendation:

TARGETING TACTICS

- Geo-targeting: Boone County
- Prospecting: Prospecting is a true "data-driven" approach that allows us to scale early and cost-effectively. By utilizing the speed and accuracy of algorithmic optimizations, predictive targeting spotlights key performance areas that drive our initial optimizations across the board.
- Behavioral Targeting — Behavioral targeting allows us to serve media to users that have demonstrated behaviors that indicate a particular interest or intent.
- Contextual — Contextual targeting uses a set of keywords that align with the campaign objective to determine where ads will run. By determining contextual relevance at the page level, we maximize the scale available for us to bid on and likewise help reduce costs and drive efficiency.
- Site Retargeting — Retargeting is typically one of the best performing tactics on our plans and is likewise recommended for campaigns of all shapes and sizes. By remarketing messages to users who have visited your website, this tactic drives continued engagement from the most qualified audience.



PROJECT ESTIMATE

MEDIA PARTNERS

- Facebook/Instagram - \$500 per month (\$3,000 total)
- Google AdWords (or other display advertising network) - \$750 per month (\$4,500)
- Email – one email to 40,000 Boone County residents, CAN-SPAM compliant list - \$1,200 total
- TOTAL MEDIA BUDGET - \$8,700

ESTIMATED IMPRESSIONS

- 2,000,000 over the 6 month campaign

DISPLAY CPM

- \$5

PROJECT ESTIMATE

- Media Budget - \$8,700
- Lundmark agency fees - \$4,800
 - Strategy development - \$1,200
 - Creative development - \$2,000
 - Campaign implementation and management - \$1,600
- TOTAL PROJECT ESTIMATE - \$13,500

SAMPLE RECAP REPORT



2016-17 DIGITAL ADVERTISING CAMPAIGN

.....

CAMPAIGN OBJECTIVES

- Increase awareness of Santa Clarita as a leisure travel destination for travelers considering vacations to the Los Angeles area.
- Drive traffic to area hotels in hopes of increasing occupancy and room rate, which in turn will increase Transient Occupancy Tax collected by the city.
- Increase email marketing database targeting those interested in Santa Clarita travel activities.
- Increase the number of followers on Visit Santa Clarita's Facebook page.

CAMPAIGN STRATEGY

- Focus media plan on conversions through digital channels including display, mobile, video, email and social units.
- Geotarget plan with heavy emphasis on top performing California markets.
- Deliver ads to contextually relevant placements through pre-determined content categories: family travel, theme parks, outdoor activities.
- Target known audience in the market for Los Angeles area travel.
- Retarget off Santa Clarita emails through pixel implementation to not only drive conversions of previous visitors but to also build look-alike audiences.
- Drive social interaction through use of sweepstakes.

CAMPAIGN RESULTS

- Generated 105 room nights and just over \$19,000 in direct revenue for hotel partners.
- More than 4,000 sweepstakes entries were received and corresponding email addresses were added to the client's database for future marketing efforts.
- Page 'likes' on Facebook jumped 242% from beginning of the campaign.

SAMPLE RECAP REPORT

CAMPAIGN DATA

- NON-SWEEPSTAKES (10/15 – 12/31 & 3/2 – 3/31)
 - Traffic directed to 'Plan' landing page
 - 29,795 sessions on 'Plan' landing page
 - 12,726,024 campaign impressions
 - .35% CTR on digital media
- SWEEPSTAKES (1/1 – 1/28)
 - Traffic directed Facebook contest form
 - 4,046 contest entries
 - 2,407 page 'Likes' generated
 - 10,345,047 campaign impressions
 - .47% CTR on digital media

PARTNER	PHASE I & II IMPRESSIONS	PHASE I & II CLICKS	PHASE I & II CTR	SWEEPSTAKES IMPRESSIONS	SWEEPSTAKES CLICKS	SWEEPSTAKES CTR	CPM
PARTNER 1							
FACEBOOK	1,734,027	15,629	0.90%	1,326,128	11,524	0.87%	\$5.71
DISPLAY NETWORK	N/A	N/A	N/A	2,073,062	14,115	0.68%	\$4.95
PARTNER 2	1,516,915	1,947	0.13%	2,068,542	4,489	0.22%	\$7.06
PARTNER 3	2,880,525	7,901	0.27%	1,619,548	1,726	0.11%	\$6.67
PARTNER 4	6,594,557	19,105	0.29%	3,217,052	12,141	0.38%	\$5.81
PARTNER 5 (EMAIL)	N/A	N/A	N/A	40,715	4,668	11.47%	\$38.46
TOTAL	12,726,024	44,582	0.35%	10,345,047	48,663	0.47%	

Melinda Bobbitt

From: Brandon Myers <brandon@lundmarkadv.com>
Sent: Tuesday, August 22, 2017 12:49 PM
To: Melinda Bobbitt
Subject: Re: Clarification to RFP for digital advertising for Boone County, Missouri
Attachments: BD20026_RFP_BooneCounty_Response_0817_HR.pdf

Hi Melinda,

Please see attached PDF for responses to questions.

Thanks,

Brandon Myers

Lundmark

P: (816) 842-5236 | M: (913) 226-4777

2345 Grand Blvd, Suite 200 | Kansas City, MO 64108

lundmarkadvertising.com



On Tue, Aug 15, 2017 at 11:47 AM, Melinda Bobbitt <MBobbitt@boonecountymmo.org> wrote:

Brandon,

See attached clarification regarding our RFP 34-24JUL17 – Digital Advertising.

Thanks,

Melinda Bobbitt, CPPO, CPPB

Director of Purchasing

613 E. Ash Street, Room 110

Columbia, MO 65201

E-mail: mbobbitt@boonecountymmo.org

Boone County Purchasing



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

August 15, 2017

Lundmark Advertising & Design
Attn: Brandon Myers, President
2345 Grand Blvd., Suite 200
Kansas City, MO 64108
brandon@lundmarkadv.com

RE: Clarification #1 to 34-24JUL17 – *Digital Advertising*

Dear Mr. Myers:

Following the County's initial evaluation meeting, the evaluation committee identified some questions that need clarification. The attached Clarification Form includes any changes being made to the RFP as a result of this request. The Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification response. You are requested to provide written response by **2:00 p.m. August 22, 2017** by e-mail to mbobbitt@boonecountymo.org

You are reminded that pursuant to Section 610.021 RSMo, proposal documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response(s) are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Melinda Bobbitt".

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

cc: Evaluation Committee Members
Proposal File

CLARIFICATION FORM #1

This Clarification is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification must be acknowledged and submitted by e-mail to mbobbitt@boonecountymmo.org.

I. CLARIFICATION – please provide a response to the following requests.

- 1) How many years of experience does your organization have with digital advertising?
- 2) Please provide reference information for the University of Missouri.
- 3) How is project planning handled for an out-of-town client? Phone, e-mail, WebX?
- 4) Clarify how the quoted \$100/ hour is billed. Is it billed for each stage of the project as identified in your proposal, i.e., for discovery, etc.? No other pricing has been included in the proposal response such as a rate sheet per impression (cpm) or per flight for the runs of the digital ads. Does the \$100/hour cover all costs associated with running a successful ad campaign? Does Lundmark provide a total estimated number of hours for an ad project at the on-set of the campaign? Address whether your company provides its expert opinion on the effectiveness of the ad campaign.
- 5) What if any other charges should the County expect related to the proposed ad campaign, such as separate charges from Google, etc.?

6) Provide a detailed price for the following ad campaign scenario:

Goal: Raise public awareness of 311 service in Boone County.

Target audience: Boone County citizens and visitors.

Period of time for ad campaign: 6 months

Describe your most effective ad campaign to reach the targeted audience.

Describe how you would measure the effectiveness of this ad campaign. Provide a sample report. Do you provide measuring benchmarks along the way? Do you provide your expert opinion on if the ad campaign is effective?

In compliance with this request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this clarification request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____



6. Response/Pricing Page

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

Company Name: Lundmark Advertising + Design

Address: 2345 Grand Blvd. Suite 200
Kansas City, MO 64108

Telephone: 816-842-5236 Fax: _____

Federal Tax ID (or Social Security #): 20-4732446

Print Name: Brandon Myers Title: President

Signature: Brandon Myers Date: 7/24/17

E-Mail Address: brandon@lundmarkadv.com

Pricing – Please complete this response form and attach a more detailed price rate sheet outlining the services/requirements with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.

6.1. Pricing - attach price rate sheet - See page 18

6.2. List any deviations to the original specifications:

N/A

6.3. Dedicated Customer Service Representative for Digital Advertising:

Phone: 816-842-5236

E-mail: brandone@lundmarkadv.com

6.4. Dedicated Customer Service Representative for Billing Inquiries:

Phone: 816-842-5236

E-mail: brandon@lundmarkadv.com

6.5. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) 1.5 %

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

6.7. **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: **Brandon Myers**
Organization: **Lundmark Advertising + Design**
Address: **2345 Grand Blvd. Suite 200, Kansas City, MO 64108**
E-mail: **brandon@lundmarkadv.com**
Phone Number: **816-842-5236**
Fax:

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.boonecounty.org/purchasing / Purchasing / Vendor Registration.

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL PROPOSAL RESPONSES IN EXCESS OF \$5,000.00)

County of _____)

)SS.

State of _____)

My name is BRANDON MYERS. I am an authorized agent of LUNDMARK

ADVERTISING (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Brandon Myers 7/14/17
Affiant Date

BRANDON MYERS
Printed Name

Subscribed and sworn to before me this 14 day of JULY, 2017

[Signature]
Notary Public

Attach to this form the E-Verify Memorandum of Understanding Confirmation Page that you received after enrolling

SUSAN K. KAHLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Nov. 15, 2019
Commission # 11268287

Company ID Number: 1209122

Approved by:

Employer Lundmark Advertising + Design	
Name (Please Type or Print) Brandon Myers	Title
Signature Electronically Signed	Date 06/23/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/23/2017

Company ID Number: 1209122

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Lundmark Advertising + Design
Company Facility Address	2345 Grand Blvd. Suite 200 Kansas City, MO 64108
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	204732446
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

(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.

Brandon Myers , President

Name and Title of Authorized Representative

Brandon Myers

Signature

7/24/17

Date

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: City of Santa Clarita, CA
Address: 23920 Valencia Blvd.
Santa Clarita, CA 91355
Contact Name: Evan Thomason
Telephone Number: 661-255-4347

Date of Contract: 8/16 - current
Length of Contract:

Description of Prior Services (include dates):

Digital marketing campaign, media planning/buying, social media, graphic design, copywriting.

2. Prior Services Performed for:

Company Name: Golf Course Superintendents Association of America
Address: 1421 Research Park Dr.
Lawrence, KS 66049
Contact Name: Whitney Hoefler
Telephone Number: 816-665-8054

Date of Contract: 6/15 - current
Length of Contract:

Description of Prior Services (include dates):

Digital advertising, social media, web design, graphic design, brand identity.

3. Prior Services Performed for:

Company Name: Equity Bank
Address: 6200 NW 63rd Terrace
Kansas City, MO 64151
Contact Name: Marissa Easter
Telephone Number: 816-505-4064

Date of Contract: 11/16 - current
Length of Contract:

Description of Prior Services (include dates):

Content marketing, social media, digital advertising, email marketing, signage, direct mail.

BOONE COUNTY JOINT COMMUNICATIONS

DIGITAL ADVERTISING SERVICES



LUNDMARK ADVERTISING + DESIGN

RFP 34-24JUL17

JULY 24, 2017

COVER LETTER

Boone County Purchasing Department
Attn: Melinda Bobbitt
613 E. Ash Street, Room 110
Columbia, Missouri 65201

July 24, 2017

Dear RFP Evaluation Team:

Lundmark is thrilled to respond to RFP 34-24JUL17 for Digital Advertising for Boone County Joint Communications. Please allow this document to serve as our formal response.

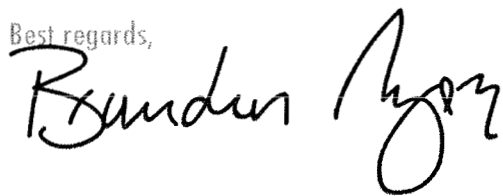
Lundmark is a leading advertising and design agency that has been creating successful solutions since 1947. We take a hands-on approach to our projects, view ourselves as an extension of your team, and pride ourselves on being accountable on all timelines, executions, and budgets. Because of this approach, we have many client relationships spanning 10+ years.

We've done our best to outline our experience in the coming pages of this document. If selected for this project, we feel confident we would exceed your expectations.

Additionally, we were recently selected as a preferred design vendor with the University of Missouri, and anticipate a number of projects in and around the Columbia area in the coming months.

Please do not hesitate to reach out with any questions regarding our proposal. We look forward to the possibility of working with your organization.

Best regards,



Brandon Myers
President | Lundmark Advertising + Design
2345 Grand Blvd., Suite 200
Kansas City, MO 64108
816-842-5236

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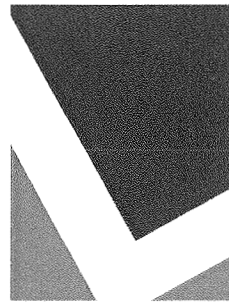
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AGENCY OVERVIEW

Headquartered in Kansas City, Missouri, Lundmark is an independently owned and operated, full-service advertising & design agency that has been producing results since 1947.



University of Missouri



**SUCCESSFUL,
NOT FAMOUS.**
SINCE 1947

We differentiate ourselves from our competitors in three key ways:

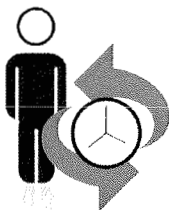


A sampling of clients that we are proud to have worked with utilizing this approach.



TRANSPARENCY

- Cost-effective and competitive solutions
- Void of agency bureaucracy and egos



ACCOUNTABILITY

- Accountable on all timelines, execution and budgets
- Flexible to meet deadlines and process projects on tight schedules



PARTNERSHIP

- Hands-on approach, extension of your team
- Multiple client relationships spanning 10+ years

Lundmark is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Lundmark is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

PERSONNEL

ASSIGNED PERSONNEL

At Lundmark, what you see is what you get. We're not a big agency that will pass you off to a junior-level team. The team below will work intimately on each and every detail of this project.



Brandon Myers

President

Brandon has over 20 years of account management experience working for a variety of clients in varying categories. His expertise in the hospitality, travel, and consumer industry has provided key insight to large iconic brands as well as small start-ups. In his role as President, he oversees client management, marketing strategy and vision for the agency. However, his primary focus is on building strong, collaborative relationships that build brands and drive sales. Brandon's responsibilities on this account would include account management and overall vision.



Russell Sypowicz

Director, Brand Strategy

Russell has six years of municipal experience with the City of Santa Clarita where he was intimately involved in marketing the City. During his time there, he worked in a variety of capacities within the City Managers Office and Parks and Recreation Department. Russell's responsibilities on this project would extend to account management and brand strategy.



Kia Hunt

Creative Director

Kia is the right side of the respective Lundmark brain. She has the unique ability to transform business objectives into relevant brand communications that build equity and relationships with customers. A passionate and gifted brand storyteller, Kia's medium is limitless, from print to packaging, collateral to corporate identity and everything in between. Kia would be responsible for managing all graphic designers on staff as well as ensuring design direction is on point.



Nick Ogden

Digital Director

Nick logically processes thoughts into pixels and bytes. On the leading edge of graphic design, he's responsible for innovation in design and digital at Lundmark. In addition, Nick is also a skilled product photographer and retouch artist. Nick would be included in all digital projects (web, email, online ads, etc.) and any photography/videography needs that arise.

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CAPABILITIES

As a full-service firm, we have experience in all areas of this project. Our staff has worked with other clients to develop, implement, and measure the success of programs similar to those outlined in this RFP. Our expertise extends to the following areas pertinent to this project:



DIGITAL MEDIA PLANNING & BUYING

Lundmark has experience working with all forms of digital media. Our approach when it comes to media buying is unique - with limited media budgets, we will not take a commission for negotiating, placing, or trafficking media. We feel you're better served investing those dollars in additional media that drives results.



GRAPHIC DESIGN

Lundmark handles hundreds of graphic design projects a year for recognizable worldwide brands. Our process pays attention to brand consistency across all channels within the specific campaign. Multiple concepts are always provided along with accompanying rationale. Our expertise includes branding and identity, packaging, and motion graphics.



SOCIAL MEDIA

Our experience in social media is broad. In addition to managing the complete social media presence for brands across a variety of industries, we have also created campaign-specific social toolkits that provide client's guidance on engaging target audiences. Finally, we've coordinated and managed paid advertisements on nearly all social channels.



COPYWRITING

Our talented, in-house copywriters excel in developing copy for print and digital advertisements, email marketing campaigns, print collateral, outdoor billboards/signage, video/radio scripts, blogs, social media, and campaign slogans. Our tested process verifies spelling, grammar and flow, and numerous clients have commented on our attention to detail.



COLLATERAL MATERIAL DESIGN

We thrive on providing our clients with the materials and tools necessary to accomplish their goals. Our recent projects have included the development and production of collateral including folders, brochures, trade show materials, sell/summary sheets, post cards, PowerPoint/Keynote presentation templates, and business stationery.

PROJECT MANAGEMENT



ACCOUNTABILITY



TRANSPARENCY



FLEXIBILITY



RELIABILITY

One thing that our clients love about working with us is our flexibility. As an independently owned firm, we are void of the traditional agency bureaucracy and can be more nimble on our feet. We hold our team to the highest standard of accountability. It's not enough that we deliver results. We believe we must do so in a way that is on time, transparent, and fair to the budget. Our clients can attest that we always meet our deadlines while providing quality work.

Our team meets weekly to ensure that all projects are completed within both schedule and budget. Team members are personally accountable for their involvement in each project, and our staff thrives on delivering results.

We are fortunate in that we have maintained a very consistent staffing level for a number of years. The following lists the tenure at Lundmark for our three agency principals:

BRANDON MYERS — 14 YEARS

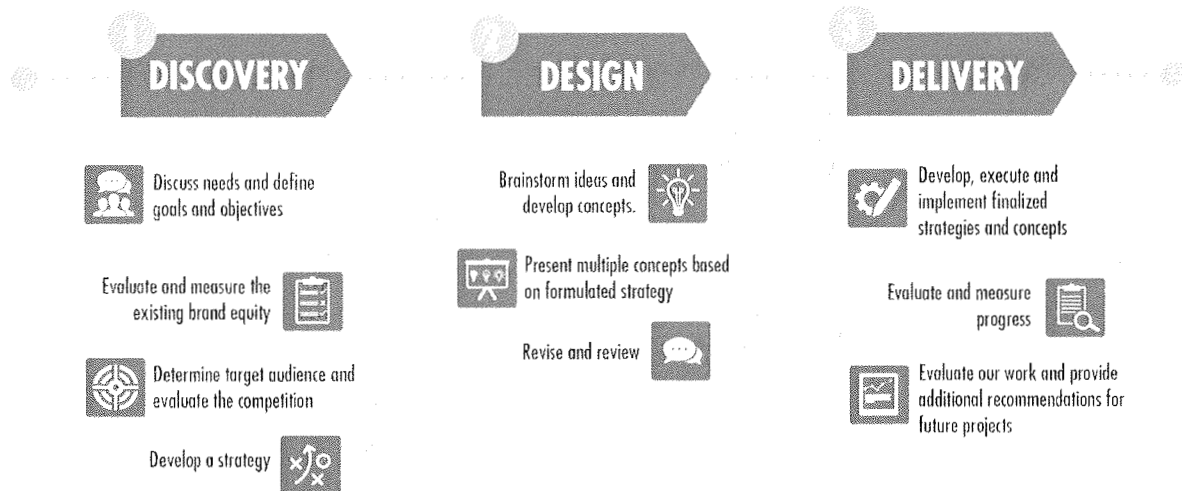
KIA HUNT — 21 YEARS

NICK OGDEN — 17 YEARS

PROJECT APPROACH

While the outline below provides a road map for success, our flexibility allows us to modify the process based on your needs.

THE STRATEGY BEHIND OUR SUCCESS:



DISCOVERY

The Discovery Phase of any project is critical. The chances for success are slim without fully understanding the goals and challenges. First we would start by working with our project lead to identify the key stakeholders on the specific project under consideration. We would hold discussions with these stakeholders to ensure that key objectives are understood and performance metrics are established. A project estimate will be completed prior to each project that outlines goals and objectives, approach, deliverables, timing and estimated cost. The Discovery Phase is also where additional research may be conducted, if necessary, to ensure that our recommended deliverables are in line with the defined strategy.



DESIGN

The findings from discussions and research conducted during the Discovery Phase will greatly influence the Design Phase of each project. Typically we provide our clients with multiple design concepts for consideration, along with accompanying rationale. It is important to note that we always pay particular attention to brand guidelines and consistency in our design work.



DELIVERY

Lundmark would manage all facets of the campaign from start to finish and provide consistent updates to Boone County throughout the process. Upon analysis of initial conversions, we would recommend and implement changes with all media partners, pending your approval. Lundmark will consistently optimize to key metrics throughout the duration of the campaign.

The campaign will be extensively evaluated upon conclusion. Key findings will be shared and discussed and recommendations will be made for future campaigns. Lundmark will provide a comprehensive campaign recap that can be used in county presentations.

EXPERIENCE

Visit **Santa Clarita.com**
california

DIGITAL ADVERTISING CAMPAIGN

CONTACT REFERENCE:

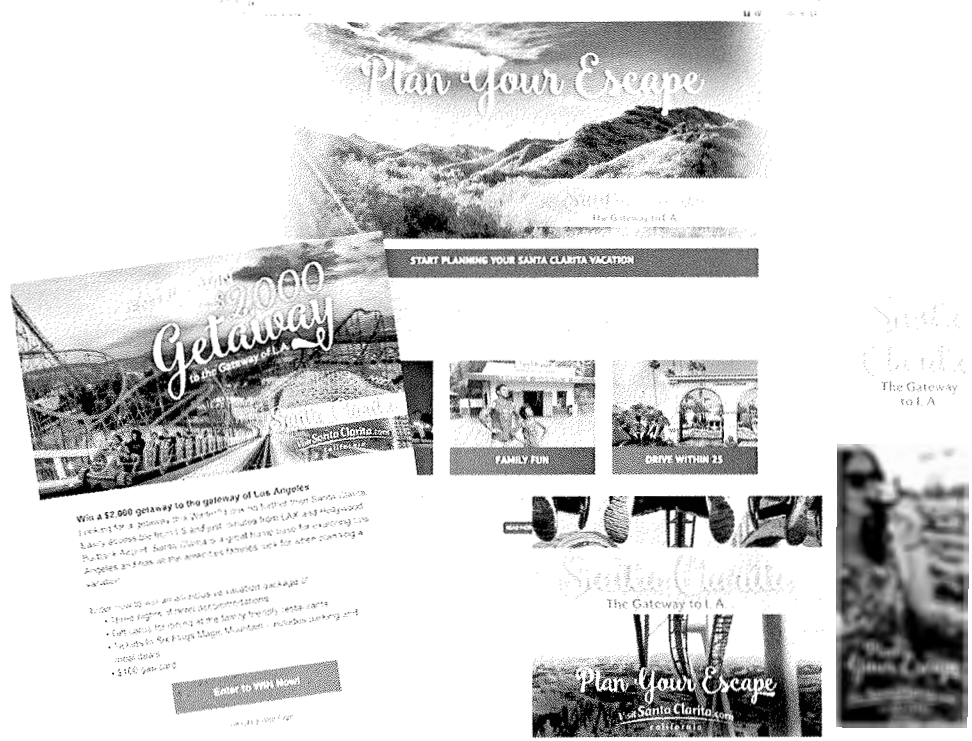
Evan Thomason
Tourism Manager

City of Santa Clarita
23920 Valencia Blvd., Suite 200
Santa Clarita, CA 91355

ethomason@santa-clarita.com
(661) 255-4347

SERVICES PROVIDED:

- Digital advertising
- Campaign management
- Media planning/buying
- Social media
- Web design
- Graphic design



THE CHALLENGE

Santa Clarita was looking to boost hotel occupancy in the off-season and engaged Lundmark to execute a consumer focused advertising campaign that generates heads in beds for city hotel partners.

THE SOLUTION

The days of mass marketing with a limited budget driving results are over. Campaigns need to be focused on the target audience, measurable, and consistently adjusted. Staff developed a sweepstakes promotion which targeted consumers based on geographic location, demographic preferences and propensity to travel.

THE RESULT

The campaign resulted in 128 room nights and generated just over \$14,000 in direct revenue for hotel partners. More than 4000 sweepstakes entries were received and corresponding email addresses were added to the client's database for future marketing efforts. Page 'likes' on Facebook, where the contest was hosted, jumped 242% in one month.

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EXPERIENCE



POSITIONING CAMPAIGN

CONTACT REFERENCE:

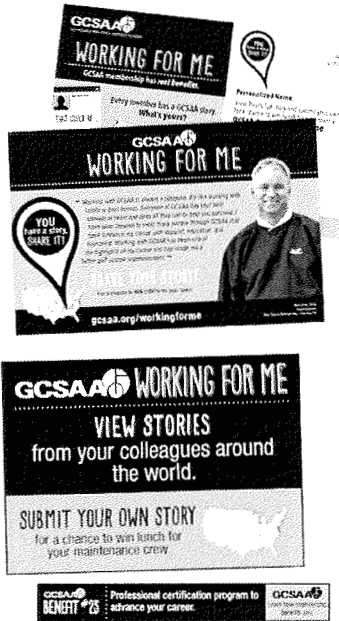
Whitney Hoefler
Marketing Manager

Golf Course Superintendent
Association of America
1421 Research Park Dr.
Lawrence, KS 66049

whoefler@gcsaa.org
(816) 665-8054

SERVICES PROVIDED:

- Digital Advertising
- Copywriting
- Social media
- Web design/SEO
- Collateral material design



THE CHALLENGE

The Golf Course Superintendents Association of America (GCSAA) was looking to attract new members to join the organization and engage existing members through a membership marketing campaign.

THE SOLUTION

Lundmark developed the "GCSAA, Working for Me" campaign which positioned the association as having the backs of its members across a variety of areas. A microsite was created to showcase valuable membership benefits and encouraged members to share their own GCSAA story. The campaign was promoted via direct mail, print and digital advertising, and on social media.

THE RESULT

Overall feedback from members was positive and more than 30 stories were submitted in the first two months of the campaign.

EXPERIENCE



FUNDRAISING PROGRAM

CONTACT REFERENCE:

Mischia Wright
Director

Environmental Institute
for Golf
1421 Research Park Dr.
Lawrence, KS 66049

800-472-7878, ext. 4445
mwright@gcsaa.org

SERVICES PROVIDED:

- Digital advertising
- Media planning/buying
- Campaign management
- Social media
- Graphic design
- Copywriting



THE CHALLENGE

Rounds 4 Research is a program designed to address a critical shortage in turfgrass research funding by auctioning donated rounds of golf online. In the past few years, interest and participation in the auction has been stagnant. Lundmark's challenge was two-fold. First, to increase the number of courses donating rounds of golf to the auction. Second, to increase awareness and interest in the auction, resulting in more money raised to fund turf research.

THE SOLUTION

Lundmark developed a strategy and plan to address both objectives — increased donations and higher auction proceeds. First, a print and e-mail campaign that reached out to owners and general managers to donate rounds of golf to the cause. Second, a digital campaign to drive awareness of the auction, reaching out among several platforms: desktop/mobile advertising, e-mail marketing and sponsored Facebook posts.

THE RESULT

The campaign was successful with both targets. Rounds 4 Research received over 800 donated rounds of golf, a 15% increase from the previous year. The campaign also generated new awareness and interest in the auction. In addition to a spike in new auction registers, the auction received a 46% increase in donation proceeds from the previous year.

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EXPERIENCE



CONTACT REFERENCE:

Steve Pope
Director of Marketing

Garden Weasel
1025 W 8th St
Kansas City, MO 64101

spope@faultless.com
(816) 994-8822

SERVICES PROVIDED:

- Digital advertising
- Media planning/buying
- Campaign management
- Sales collateral
- Graphic design
- Packaging

DIGITAL ADVERTISING CAMPAIGN



THE CHALLENGE

Garden Weasel developed a unique, multi-use short handled tool and engaged Lundmark to create and execute a product test launch strategy that would differentiate the tool from competitors within a saturated market.

THE SOLUTION

Knowing Garden Weasel maintains a strong following and loyal fan base, Lundmark developed a marketing plan that leveraged the brand's equity and targeted the avid home gardener. The digital strategy employed to target this audience included geo, search, contextual and behavioral targeting, along with social media. Lundmark developed in-store floor and counter displays for maximum impact at the retail level.

THE RESULT

The Garden Weasel Multi-Use Transplanter test launch was a great success. The media campaign received an above-average click thru rate driving strong traffic to the website. The majority of the product sold out during the test launch, leading to the decision to distribute the product nationally.

EXPERIENCE



DIGITAL ADVERTISING CAMPAIGN

CONTACT REFERENCE:

Sarah Muelleman
Manager, Marketing

Hostess Brands, LLC
1 E. Armour Blvd.
Kansas City, MO 64111

smuelleman@hostessbrands.com
(816) 701-4712

SERVICES PROVIDED:

- Digital advertising
- Media planning/buying
- Campaign management
- Social media
- Graphic design



THE CHALLENGE

Hostess has loyal followers for many of their products, which can make it challenging in getting consumers to try new products. Hostess launched Red Velvet Cupcakes in an attempt to break through the cluttered snack category and needed a strategy to market the new product to consumers.

THE SOLUTION

Lundmark developed a strategy that targeted cupcake connoisseurs, red velvet cake lovers, and Hostess enthusiasts through a digital and social media campaign. In order to capture marketing data, a unique reporting dashboard provided analytics and measured return.

THE RESULT

The campaign generated more than 8 million impressions in less than two weeks, delivering a 0.52% click through rate. As a result, sales of the new product were much higher than anticipated.

EXPERIENCE



MARKETING CAMPAIGN

CONTACT REFERENCE:

Robert Girard
General Manager

Tivol
220 Nichols Rd.
Kansas City, MO 64112

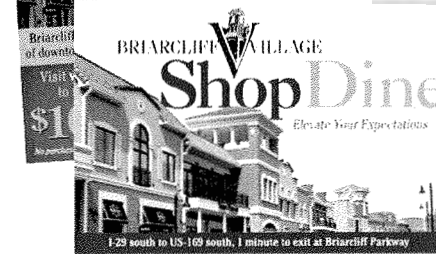
robert.girard@tivol.com
(913) 205-5398

SERVICES PROVIDED:

- Media planning/buying
- Campaign management
- Digital advertising
- Radio advertising
- Out of Home



Shop Dine



THE CHALLENGE

Briarcliff Village, a new, mixed-use development providing shopping, restaurants and entertainment, struggled to obtain foot traffic upon opening. Lundmark was engaged to help generate awareness and drive traffic.

THE SOLUTION

Lundmark positioned the development as a unique shopping and dining experience through a strategy that included outdoor, print, digital and event marketing. Part of this strategy included refining the Briarcliff brand by making enhancements to their logo.

THE RESULT

Restaurants and retailers saw an immediate increase in foot traffic and sales during the campaign.

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EXPERIENCE

HOTDOT BODY TEMPERATURE ALERT PATCH

MARKETING CAMPAIGN

CONTACT REFERENCE:

Jay Forman
Executive Vice President

Hot Dot
8101 'O' Street, Suite 5111
Lincoln, NE 68510

foremanjay5655@gmail.com
(402) 853-4691

SERVICES PROVIDED:

- Media planning/buying
- Campaign management
- Digital advertising
- Web design



THE CHALLENGE

Hot Dot, a body temperature alert patch, had an opportunity to soft-launch a new product in a test market at SCHEELS sporting goods. Lundmark was asked to develop the strategy, positioning, creative and media plan for the test market launch.

THE SOLUTION

As a new product with a fairly high price point, an extensive educational campaign was needed to inform consumers of the risks of overheating and the benefits of the product. The program included in-store marketing support, a targeted, market-specific campaign to drive store traffic, and a redesigned website.

THE RESULT

Campaign creative resulted in a click through rate 15% higher than the industry average, leading to an increase in web traffic. Hot Dot product within the SCHEELS test market locations sold out.

Hot Dot is a registered trademark of Hot Dot, Inc. All other trademarks are the property of their respective owners.

UNDERSTANDING BOONE COUNTY



SOURCES: U.S. Census, 2017 Boone County Budget Report, American Community Survey, U.S. Department of Labor

UNDERSTANDING DIGITAL MEDIA

Digital media is ever evolving. Our team stays on top of the opportunities available to ensure we are helping our clients connect with their target audience.

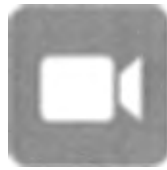
DIGITAL MEDIA PLANNING CAPABILITIES



DISPLAY



MOBILE



VIDEO



EMAIL



SOCIAL



RADIO

TARGETING METHODOLOGY



BEHAVIORAL



CONTEXTUAL



GEOGRAPHICAL



CROSS-DEVICE

Digital media is easy to track and adjust based on performance. The benefits of being able to target your consumer via behavioral and contextual targeting, site and search retargeting, and geo-targeting are extremely valuable, especially for campaigns with limited budgets.



PRICING

Transparency is an integral part of our client relationships. Our process ensures that goals, deliverables and expectations are discussed and agreed upon prior to each project. To make things easy, our time is billed at the rate of \$100/hour, in quarter-hour increments. Project estimates will be provided prior to work beginning.

The same hourly rate is used regardless of project component (e.g. media planning, campaign management, creative development, etc.). Additionally, Lundmark will forgo all commissions for negotiating and placing media insertions, thus stretching your budget further.

Billing is traditionally completed once per month. However, customized billing scenarios can be developed if necessary.

COUNTY OF BOONE - MISSOURI

**REQUEST FOR PROPOSAL
FOR
DIGITAL ADVERTISING
FOR BOONE COUNTY JOINT COMMUNICATIONS**

RFP 34-24JUL17

Release Date: June 23, 2017

Submittal Deadline:

July 24, 2017

not later than 1:30 p.m. Central Time

Location: Boone County Purchasing

613 E. Ash Street, Room 110

Columbia, MO 65201

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

**Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 34-24JUL17 – Digital Advertising for Boone County Joint Communications

Sealed proposals will be accepted until 1:30 p.m. on Monday, July 24, 2017 in the Boone County Purchasing Office, Room 110, 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: mboobbitt@boonecountymo.org or can be obtained on our web page: <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing

Insertion: Friday, June 23, 2017
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M., Central Time, on Monday, July 24, 2017** to:

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

- b) The County will not accept any proposals received after **1:30 P.M.** and will return such late proposals to the Offeror.
- c) **Proposal Opening:** Proposals will be opened shortly after 1:30 p.m. on July 24, 2017 in the Purchasing Department, 613 E. Ash Street, Room 110, Columbia, Missouri 65201.
- d) Offerors must submit **one (1) original, and four (4) copies** of the proposal (total of five). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- e) 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."
- f) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- g) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for 34-24JUL17 – **Digital Advertising Services for Boone County Joint Communications** 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) Work Authorization Certification
 - 8) Debarment Certification
 - 9) Standard Terms and Conditions
 - 10) Prior Experience
 - 11) “No Bid” Response Form

2.2. **Guideline for Written Questions:**

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than 1:00 p.m., July 17, 2017. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided 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:

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

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



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors for the provision of **digital advertising service** for the Boone County Joint Communications Department.

3.2. Background Information:

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

3.3. Scope of Services:

- 3.3.1. The digital advertising services will be utilized by the Boone County Joint Communications Department, 2145 E. County Drive, Columbia, Missouri 65202 for miscellaneous advertising needs throughout the contract period, which will be ordered on an “as needed” basis.
- 3.3.2. The County does not guarantee any specific amount of usage against this contract. The awarded contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 3.3.3. One anticipated advertising campaign will be for the 311 Service. This is the non-emergency number that can be called to report incidents that are not of an emergency nature and do not need the immediate presence of a law enforcement officer. Additional information about the 311 service can be found at <https://www.showmeboone.com/bcjc/311.asp>.
- 3.3.4. Offeror shall attach to their proposal response a price rate sheet outlining the services/venues with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.
- 3.3.5. The written “not to exceed” quote shall contain at a minimum the following:
- a. Digital Display ad description + elements
 - b. Date range of advertising
 - c. Venue of advertisement (contractor’s appropriate mix of activities)
 - d. The identification of the contractor’s team of personnel who will be assigned to the project.
 - e. A detailed line item guaranteed not-to-exceed total price of advertisement specifically itemizing each activity and the costs and expenses associated with each activity using the prices specified in the contract from the rate sheet.

- f. A description of how the services and the mix of activities will meet the campaign goals of the County.
- g. Impressions guarantee description
- h. Tracking process description
- i. Reporting description that includes how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the County's goals. The contractor shall understand and agree that the County designee will be an active partner in ensuring appropriate measures are identified in the advertisement plan and how such measures will be collected and reported.

3.3.5.1. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the written quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within 21 working days after the date of request for advertisement quote.

3.3.5.2. Changes to Advertisement Plan: The County will have the right to reject the contractor's advertisement plan, or any portion thereof, for any reason and will have the right to require modifications, changes, and additional elaboration to the plan as deemed necessary in order to ensure a comprehensive project and to ensure that the contractors proposed services are acceptable and will accomplish the desired objectives. In addition, the County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.

3.3.5.3. Oral Presentation of Digital Advertisement Plan: If required by County, the contractor shall orally present the contractor's advertisement plan to the County. If required, such presentation shall be scheduled by the County with at least 15 calendar days' notice to the contractor, unless otherwise mutually approved by both parties.

3.3.5.4. Evaluation of Advertisement Plan: Award of the resulting contract(s) from this RFP may be made to multiple responsive, responsible Offerors who are best qualified to perform in accordance with the terms and conditions of the contract, and whose cost and markets are deemed to be the most advantageous to Boone County's advertising needs. Selection of which awarded contractor to advertise with from the awarded contracts will be made on a case by case basis considering price and market factors. Boone County reserves the right to consider markets and related factors in selecting the most appropriate Contractor for placement of departmental advertisements.

- a. The department shall have the right to request a project quote from more than one contractor awarded a contract. The county will evaluate each completed advertisement plan and shall determine which plan, if any, will be the most advantageous to the County. Such determination will be based on the quality of the project described in the contractor's quote, timeframe for implementation of the project, and the guaranteed not-to-exceed total price that will be charged by the contractor for performing such project, and the contractor that best meets the needs, considering cost and markets.

3.3.5.5. Acceptance/Rejection of Advertisement Plan: After completion of the evaluation, the county shall either provide the contractor with a written rejection or with a written

acceptance of the contractor's advertisement plan. Acceptance of the plan by the County will constitute authorization to proceed with the implementation of the plan.

- 3.3.6. Implementation of Advertisement Plan: After acceptance of plan, the County will contact the contractor to begin the project. The contractor shall schedule and meet with the County designee to discuss the project methodology in the plan, the County's goals and objectives, and to obtain any specific information, data, and instructions necessary to prepare and finalize the project. The meeting shall take place at the County. The contractor shall not invoice nor be paid for attendance at such meeting.
- 3.3.7. After such meeting as stated above, the contractor shall execute, operate, and satisfy all requirements of the advertisement plan. The contractor shall perform those requirements assigned to the contractor and shall oversee and manage all other requirements of the plan, to ensure all requirements of the plan as approved by the County, are performed and accomplished. The contractor shall not change the personnel team members assigned to the project, except in extreme cases and must notify County designee in writing of the situation and reason any time a substitution of a team member is required. The contractor shall understand and agree that team member changes can be costly in terms of time lost and productivity and may reflect negatively on the contractor's performance.

3.4. General Requirements:

- 3.4.1. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 3.4.2. Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the County.
- 3.4.3. Billing and Payment: All invoices must be submitted to the using office:

Boone County Joint Communications
2145 E. County Drive
Columbia, MO 65202

Payment will be made within 30 days after receipt of a correct and valid monthly statement.

- 3.4.4. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the digital advertising quotes, and at least one company representative charged with handling billing questions and requests.
- 3.4.5. **Order Processing/Billing/Payment:** Boone County Joint Communications will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad

placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. **Contract Period:** The County intends to award a contract with a term commencing **upon contract award through August 31, 2018**. Under applicable law, the contract shall be subject to annual appropriation. This contract shall include **four (4) additional one (1) year options**, exercisable in the sole discretion of the County, whereby the term of the contract may be extended an additional year at the end of each term at the price as set forth in the proposal response.

Escalator Provision: Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices. Offeror shall list a maximum percentage increase on the Response Form.

4.2. **Contract Documents:** The successful Offeror shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

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

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

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

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

4.3.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor **MUST** notify the County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

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

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

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

4.9. 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 Department.

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

4.11. Patents: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

4.12. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

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

a. The Offeror shall submit the proposal to:

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

b. The proposal responses must be delivered no later than 1:30 p.m. on July 24, 2017. Proposals will not be accepted after this date and time.

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

- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

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

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

Offerors and their agents who have questions regarding this matter should contact the buyer of record.

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

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

5.1.3. Evaluation and Award Process:

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

- a. **Method of Performance**
- b. **Experience/Expertise of Offeror**
- 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. 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.

- 5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):
- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific services provided.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

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

5.1.7. Bidding Indemnification

By submitting a Proposal Response, each Offeror agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any proposal award

5.1.8. Proposal Response Expense

Any expense or costs incurred by the Offeror in the preparation of and response to the Proposal Documents will be at the sole cost and expense of the Offeror.



6. Response/Pricing Page

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – Please complete this Response Form and attach a more detailed price rate sheet outlining the services/venues with pricing. This rate sheet will be used by the contractor to provide quotes to County throughout the contract period.

6.1. Pricing - attach price rate sheet

6.2. List any deviations to the original specifications:

6.3. Dedicated Customer Service Representative for Digital Advertising:

Phone:

E-mail:

6.4. Dedicated Customer Service Representative for Billing Inquiries:

Phone:

E-mail:

6.5. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 2.2.5. Escalator Provision) _____%

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

6.7. **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:

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.showmeboone.com / Purchasing / Vendor Registration.

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*.

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL PROPOSAL RESPONSES IN EXCESS OF \$5,000.00)**

County of _____)
State of _____)SS.

My name is _____. I am an authorized agent of _____
_____ (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Printed Name

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

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding Confirmation* Page that you received after enrolling

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

(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 - 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 Department 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 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.
19. **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.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



“No Bid” Response Form

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

Jacob Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

RFP: 34-24JUL17 – Digital Advertising Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of

October

20

17

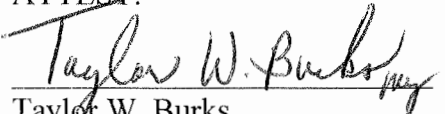
the following, among other proceedings, were had, viz:

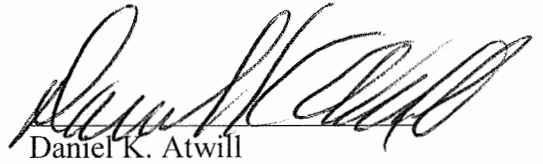
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Four to 138AN-TISA2013 – Telephone System for the Emergency Communication Center.

The terms of the amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Four to the CenturyLink Loyal Advantage Contract.


Done this 2nd day of October, 2017.

ATTEST:

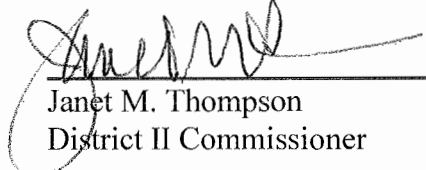

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

430-2017

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: September 26, 2017
RE: Amendment Number Four – 138AN-TISA2013 – Telephone System for the Emergency Communication Center

Contract *138AN-TISA2013 – Telephone System for the Emergency Communication Center* was approved by commission for award to Centurylink Communications, LLC on June 23, 2016, commission order 248-2016. Per Aron Gish, Boone County Information Technology Director, this amendment adds a redundant internet connection to the Emergency Communication Center and replaces our current Internet at the Government Center, 801 E. Walnut, changing circuit type so that we can have a redundant service.

Invoices will be paid monthly as follows:

\$750 from department 2703 – Information Technology-BCJC/EM, account 48002 – Data Communications

\$750 from department 1170 – Information Technology, account 48002 – Data Communications

cc: Aron Gish, Trudy Fisher, IT; Chad Martin, Pat Schriener, Joint Communications
Contract File

Commission order: 730-2017
Date: 10-2-17
138AN - TISA 2013

**AMENDMENT 4 TO
CENTURYLINK® LOYAL ADVANTAGE®
MICTA MEMBER PARTICIPATION CONTRACT**

THIS AMENDMENT NO. FOUR (this "Amendment") by and between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and BOONE COUNTY PURCHASING ("Customer" or "Member"), hereby amends the CenturyLink Loyal Advantage Agreement, or Qwest Loyal Advantage Agreement, as applicable for this MiCTA Member, CenturyLink Contract ID: 1039681, as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage."

CenturyLink and Member wish to amend the Agreement as follows:

1. **Term.** Member's existing Term in the Agreement will remain in effect.
2. **Revision of Services.** The following Sections of the CenturyLink IQ Data Bundle Offer Attachment are deleted and replaced with the following:
 - **Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Data Bundle.

Bundle Types	Eligible Rental CPE available with all Data Bundle Port Types (Internet and Private)						
	CenturyLink IQ Networking Port Bandwidths						
	DS1	2xDS1	3xDS1 4xDS1	5xDS1 6xDS1 7xDS1 8xDS1	With ELA: 5 Mbps and 10 – 100 Mbps ¹	With ELA 100 Mbps – 1Gbps ³	DS3
Data Bundle Standard	ADTRAN 3430	ADTRAN 3430	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	N/A	N/A*	ADTRAN NV5305
Data Bundle Pro	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 908e w/ SBC ⁴	ADTRAN 4430	ADTRAN 908e w/ SBC ⁴ or 1335P ²	ADTRAN 5660 w/ SBC ⁴	ADTRAN NV5305
Data Bundle Standard	Cisco 1941	Cisco 1941	Cisco 1941	Cisco 2921-SEC	N/A	N/A	Cisco 2951
Data Bundle Pro	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921-VSEC	Cisco 2921- VSEC	N/A	Cisco 2951
Data Bundle Standard	N/A	N/A	N/A	N/A	N/A	Juniper EX3300 ⁵	N/A

¹Bandwidths increase in 10 Mbps increments.
²The 1335P only supports Ethernet speeds up to 10 Mbps.
³Bandwidths increase in 100 Mbps increments.
⁴Session Border Controller.
⁵VPN tunnels are not supported.

- **Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Data Bundle Pro, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On Connection Cards as part of the 10 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

CenturyLink IQ Data Bundle Pro Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
Cisco 2921-VSEC	DS1

430-2017

**AMENDMENT 4 TO
CENTURYLINK® LOYAL ADVANTAGE®
MICTA MEMBER PARTICIPATION CONTRACT**

Cisco 2921-VSEC	2xDS1
Cisco 2921-VSEC	3xDS1 and 4xDS1
Adtran 4430 and Cisco2921-VSEC	5xDS1 through 8xDS1
Adttran1335POE	up to 10 Mbps
Adtran 5305 and Cisco 2951	DS3
Cisco 2921-VSEC	5Mbps, and 10 Mbps through 100 Mbps ELA in 10 Mbps increments
Adtran 5660 w/ SBC and Adtran 5660	100 Mbps through 1Gbps in 100Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1 VWIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

3. **Addition to Local Access.** The following will be added to the pricing table in Section 2 of the Local Access Pricing Attachment of the Agreement:

NPANXX	QPricer Loop Tracking ID	Address	Type of Local Access	Minimum Service Term (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
573/886	170919274780	2145 E County Dr Columbia, MO 65202	ELA - Native	36 months	1Gbps	\$750.00	\$0.00
573/886	170919274779	801 E Walnut Columbia, MO 65202	ELA - Native	36 months	1Gbps	\$750.00	\$0.00

*The Leased NRC Waiver described in Section 4 of the Local Access Pricing Attachment of the Agreement will apply to the circuits listed above.

4. **Pricing.** The monthly recurring charges ("MRCs"), nonrecurring charges ("NRCs"), and/or usage charges applicable to the Services based upon the Term will be those set forth in the MiCTA Master Agreement and available on the MiCTA Web site for Members located at www.mictatech.org ("MiCTA Rate Schedule"). Pricing for new Services under this Amendment will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

5. **Miscellaneous.** All references to the Master Agreement in the Agreement will refer to the Master Agreement available on the MiCTA Web site for Members located at www.mictatech.org. This Amendment will be effective as of the date it is executed by CenturyLink after the Member's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Amendment is acceptable.

430-2017

AMENDMENT 4 TO
CENTURYLINK® LOYAL ADVANTAGE®
MICTA MEMBER PARTICIPATION CONTRACT

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

MEMBER: BOONE COUNTY

[Signature]
Authorized Signature
DANIEL K. ATWILL
Name Typed or Printed
PRESIDING COMMISSIONER
Title
10-2-17
Date

MiCTA Member No:

CENTURYLINK COMMUNICATIONS, LLC

[Signature]
Authorized Signature
SYNTHIA ZINSSER ON BEHALF OF
Name Typed or Printed JAKE DARTER
Offer Management
Title Global Relationship Mgr
Date 9-22-17

APPROVED AS
TO LEGAL FORM
[Signature]
DATE: 9-26-2017

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract. 270-48002

[Signature] 9/27/17 2703-48002
Auditor Date

POM MANAGER COUNTER-SIGNATURE APPROVAL DESIGNATION

Approval Date and Time: **September 22, 2017**

Approval by: **Jacob Darfler**

OM Request ID: **NSP-285021**

This document is approved to sign on my behalf, subject to the terms of the standard delegation language below.

I designate Lynn Zinsser to sign this NSP. My approval and designation is evidence that I have reviewed an electronic image of the NSP submitted by Lynn Zinsser. I understand that it is the responsibility of the designate Lynn Zinsser to verify that the electronic image and original are the same representation of the document as submitted by the customer and CenturyLink Sales for signature. Given this understanding I find no material differences in the two documents.

Please use the following format when executing this NSP:

- For the "By:" line of the signature block, you, Lynn Zinsser, must sign your signature.
- Do not use the **Jacob Darfler** signature stamp.
- For the "Name:" line, write Lynn Zinsser on behalf of **Jacob Darfler**.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the 2nd day of October 20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 85/2017 – Uniform Workwear to purchase Uniform Workwear from Dungarees, LLC for Facilities Maintenance.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement for Uniform Workwear.

Done this 2nd day of October, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

431-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 25, 2017
RE: Cooperative Contract: 85/2017 – Uniform Workwear

Facilities Maintenance requests permission to utilize the City of Columbia cooperative contract 85/2017 to purchase Uniform Workwear from Dungarees, LLC.

This is a term and supply contract and will be paid from department 6100 – Facilities Maintenance, account 23300 - Uniforms.

cc: Jody Moore/ Facilities
Contract File

**PURCHASE AGREEMENT
FOR
UNIFORM WORKWEAR**

THIS AGREEMENT dated the 2nd day of October 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Dungarees, LLC** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Uniform Workwear** in compliance with all bid specifications and any addendum issued for the City of Columbia Request for Proposal number **85/2017** as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Boone County Standard Terms and Conditions and the City of Columbia Request for Proposal number 85/2017 shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence on the day written above extend through **June 30, 2018**. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one (1) year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the items as specified and as requested by the County within 2 -5 business days after receipt of an order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission hardware and/or service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
- c. If appropriations are not made available and budgeted for any calendar year or in the event funding by grant or otherwise is discontinued.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

DUNGAREES, LLC

By *Jody A. Pat*
 Title manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
Daniel K. Atwill
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

Taylor W. Boeck
 County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not result in a measurable county obligation at this time.)

Jane E. Pitchford
 Signature by *aj*

9/26/17 6100/23300 - Term and Supply
 Date No Encumbrance Required
 Appropriation Account

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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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 advertising from other vendors.

13. 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.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **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.
17. **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.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTIFICATION OF CONTRACT AWARD

CONTRACT FOR: Uniform Workwear

RFP NUMBER: 85/2017

July 21, 2017

CONTRACT PERIOD: 7/21/17 – 06/30/18

The City of Columbia hereby accepts the attached bid submitted by Dungarees in response to attached RFP 85/2017 for line items indicated herein.

Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	LINE ITEMS AWARDED	VENDOR NUMBER	CONTRACTOR NAME
85/2017	ALL	11673	Dungarees, LLC 500 E. Broadway Columbia, MO 65201 info@dungarees.net (573) 443-2565

DELIVERY:

Melissa Pasley
Senior Procurement Officer
(573) 817-5005

Lawrence Luck
Purchasing Agent
(573) 874-7375

cc: Aaron Ray

701 E Broadway, 5th Floor • P.O. Box 6015 • Columbia, Missouri 65205
(573) 817-5005

85/2017 Uniform Workwear
Pricing Page

Exhibit B

% of Wholesale 25% off is standard
discount on anything not listed in bid.

Parentheses denote pricing of big/Lall size

ITEM #	DESCRIPTION	QTY/ LAST YEAR	WHOLESALE PRICE FOR ONE ITEM	NET PRICE FOR ONE ITEM
1	ACRYLIC WATCH CAP	200	\$9.99	\$6.99
2	COAT - DUCK CHORE COAT - BLANKET LINED CARHARTT - C001	18	\$69.99 (\$74.99)	\$48.99 (\$52.49)
3	COAT - DUCK DETROIT JACKET - BLANKET LINED CARHARTT - J001	10	\$69.99 (\$74.99)	\$48.99 (\$52.49)
4	COAT - FIRE RESISTANT - DUCK TRADITIONAL COAT - QUILT LINED CARHARTT - 101618	12	\$199.99 (\$224.99)	\$145.99 (\$164.24)
5	COVERALL - DUCK ARTIC COVERALL - QUILT LINED CARHARTT - X06	10	\$159.99 (\$169.99)	\$117 (\$122.85)
6	COVERALL - DUCK COVERALL - QUILT LINED CARHARTT - X01	10	\$119.99 (\$129.99)	\$83.99 (\$90.99)
7	HAT - FIRESTEEL EARFLAP HAT CARHARTT 100779	10	\$14.99	\$10.50
8	HOOD - DUCK HOOD/ARCTIC - QUILT LINED CARHARTT - A02 - CLOSEOUT REPLACE WITH ITEM 102368	25	\$19.99	\$14.50
9	HOOD - FLAME RESISTANT DUCK HOOD - QUILT LINED CARHARTT - FRA265	25	\$49.99	\$36.49
10	JACKET - DUCK ACTIVE JACKET - QUILTED FLANNEL LINED CARHARTT - J140	30	\$89.99 (\$99.99)	\$62.99 (\$69.99)
11	JACKET - DUCK ACTIVE JACKET - THERMAL LINED CARHARTT - J131	75	\$69.99 (\$74.99)	\$48.99 (\$52.49)
12	JACKET - FLAME RESISTANT - LANYARD ACCESS JACKET - QUILT LINED CARHARTT - 101625	12	\$192.99 (\$215.99)	\$141.25 (\$158.20)
13	JACKET - ROCKFORD CARHARTT - 100247	5	\$49.99 (\$54.99)	\$33.30 (\$36.63)
14	MASK - HELMET LINER CARHARTT - A267	25	\$19.99	\$14.70

PRICE INCREASE

15	OVERALL - DUCK BIB OVERALL - QUILT LINED CARHARTT - R02 - CLOSEOUT REPLACE WITH ITEM R27	5	\$99.99	\$69.60
16	OVERALL - DUCK BIBS - UNLINED CARHARTT - R01	10	\$69.99 (\$74.99)	\$48.99 (\$52.49)
17	OVERALL - DUCK BIBS - ZIP TO THIGH, QUILT LINED CARHARTT - R41	50	\$99.99	\$69.99
18	OVERALL - FLAME RESISTANT - DUCK BIB OVERALL - QUILT LINED CARHARTT - 101626	12	\$229.99 (\$249.99)	\$167.89 (\$182.49)
19	PANTS - DUCK - FLANNEL LINED CARHARTT B111	30	\$49.99	\$35.10
20	PANTS - FIRM DUCK DOUBLE FRONT WORK DUNGAREE CARHARTT - B01	10	\$44.99	PRICE INCREASE \$35.00
21	PANTS - FLAME RESISTANT DUCK WORK DUNGAREE CARHARTT - FRB229 - CLOSEOUT REPLACE WITH ITEM FRB159	5	\$74.99 (\$82.99)	\$56.74 (\$62.59)
22	PANTS - FLAME RESISTANT RELAXED FIT JEAN - STRAIGHT LEG CARHARTT - FRB100	150	\$59.99 (\$65.99)	\$45.63 (\$50.31)
23	PANTS - FLAME RESISTANT WASHED DUCK WORK DUNGAREE CARHARTT - 100791	5	\$74.99 (\$83.99)	PRICE INCREASE \$55.47 (\$61.31)
24	PANTS - FIRE RESISTANT - JEANS ARIAT	150	\$84.95 (\$89.95)	\$57.60 (\$60.60)
25	SHIRT - FIRE RESISTANT - COTTON, LONG SLEEVE HENLEY CARHARTT - 100237	30	\$58.99 (\$68.99)	\$43.06 (\$50.36)
26	SHIRT - FLAME RESISTANT - LEIGHTWEIGHT TWILL LONG SLEEVE SHIRT CARHARTT - FRS003	70	\$58.99 (\$68.99)	\$44.27 (\$48.87)
27	SHIRT - FLAME RESISTANT - TWILL SHIRT WITH POCKET FLAP CARHARTT - FRS160	5	\$58.99 (\$68.99)	\$43.06 - \$50.36
28	SHIRT - HIGH VISIBILITY LONG-SLEEVE CLASS 3 T-SHIRT CARHARTT - 100496	25	\$29.99 (\$34.99)	\$23.12 (\$25.00)
29	SHIRT - HIGH VISIBILITY SHORT-SLEEVE CLASS 2 T-SHIRT CARHARTT - 100495	70	\$24.99 (\$29.99)	\$18.75 (\$22.50)

85/2017 Uniform Workwear
Pricing Page

Exhibit B

30	VEST - FLAME RESISTANT MOCKNECK VEST CARHARTT - 101029	5	\$109.99 (\$124.99)	\$81.90 (\$90.09)
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WWW.DUNGAREES.NET



EVERY STYLE

EVERY SIZE

carhartt EVERY COLOR

866-538-6427 • INFO@DUNGAREES.NET
500 EAST BROADWAY • COLUMBIA, MO 65201

RECEIVED

BY: *SP* 16-44

RFP # 85/2017

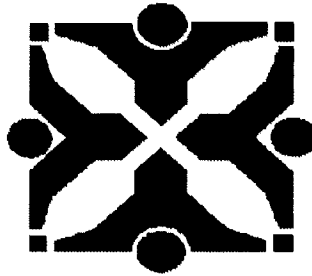
crystal@dungarees.net
573-443-2565

REQUEST FOR PROPOSAL

Uniform Workwear – Term and Supply

RFP # 85/2017

FOR THE CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
LAWRENCE LUCK
PURCHASING AGENT
701 E BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

MELISSA PASLEY
SENIOR PROCUREMENT OFFICER
(573) 817-5005

Request for Proposal No. 85/2017
Closing Date: 5:00 p.m. CST, Friday, June 30, 2017.

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SCOPE OF WORK

OFFERORS INSTRUCTIONS

EVALUATION AND AWARD

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(B) – PRICING PAGE

1. INTRODUCTION AND BACKGROUND

The City of Columbia, MO is seeking proposals for uniform workwear items as listed in the specifications.

1.1 DUE DATE FOR PROPOSALS: Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website at <http://www.gocolumbiamo.com/Finance/purhome.php>. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Proposal must be in sealed envelope and marked in bold letters "RFP 85/2017 – Uniform Workwear."

1.2 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
JUNE 16, 2017	CLOSE OF WRITTEN REQUESTS FOR QUESTIONS, DUE BY 5:00 P.M.
JUNE 30, 2017	REQUEST FOR PROPOSAL IS DUE BY 5:00 P.M. CST
JULY, 2017	CONTRACT START DATE
The above dates are target dates and subject to change. Questions may be directed to Melissa.Pasley@como.gov	

2. GENERAL REQUIREMENTS

- 2.1 VALIDITY OF PROPOSALS: Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.
- 2.2 REJECTION OF PROPOSALS: The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.
- 2.3 WITHDRAWAL OF PROPOSALS: Any Offeror may withdraw their proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of proposals.
- 2.4 ALTERATION OF SOLICITATION: The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

- 2.5 RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.
- 2.6 INCURRING COSTS: The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.
- 2.7 COLLUSION CLAUSE: Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.
- 2.8 CONTRACT DOCUMENTS: The final Contract between the City of Columbia and the Respondent will include by reference:
- Respondent's Proposal
 - The Specifications contained in this RFP Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.
- 2.9 FUNDS: Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.
- 2.10 TAX EXEMPTION: The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.
- 2.11 RESPONSIBILITY: The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.*
- 2.12 TERM & SUPPLY: Contract will be for one (1) year with four (4) yearly renewal options.

3. SCOPE OF WORK

3.1 DESCRIPTION: The City of Columbia purchases a variety of uniform workwear items each year for employees. Items are ordered by various departments throughout the year as needed. Uniform workwear clothing is requested for areas such as Water & Light, Parks and Recreation and other departments as needed and will include a variety of items including; pants, overalls, and jackets. Quantities listed are the best estimate of the City of Columbia's annual purchases, but are subject to change based on need. Offeror shall indicate manufacturer and model/catalog/style number in bid response. All items shall be of premium quality and construction unless otherwise noted.

3.2 SPECIFICATIONS:

- All prices shall be F.O.B Columbia. All charges (freight, packaging and handling) must be included in the bid response. No other charges will be allowed unless specified in the bid document. Allowances for special freight charges will be acceptable only when expedited delivery is requested and approved by the City.
- Deliveries made on any purchase order issued on the basis of a sample must be identical to the sample.
- Products purchased as a result of this RFP are to be supplied as offered and accepted without substitutions of material or style.
- Routine delivery response for standard and non-standard sized products to the City shall be within fourteen (14) working days after receipt of purchase order.
- Sample garments shall be provided for sizing by City Department at no charge upon request. Bidder shall be responsible for the shipment and freight for delivery of all sample garments.
- The City reserves the right to order as few as one garment per order. Bidder shall not impose a minimum order quantity threshold. Bids submitted with minimum order quantities may be rejected.
- Non-standard sizes must be included in the discount structure for all types of garments.
- Quantities shown are estimates only and are in no way binding upon the City of Columbia. Estimated quantities will be used for the purpose of evaluation.
- Standard and non-standard sizing shall be included in bid response. Typical size ranges for City purchases include adult small to five extra-large including tall. Women's and men's sizes shall be included where applicable.
- Contractor shall provide invoices for each order clearly stating the wholesale cost and the cost for the City.
- City is interested in the ability to order online. Offeror shall indicate if they offer this and if so, provide details on how the system works. A link to a demo site should be included if available. Screenshots of online ordering screens shall be included in the response.

- This RFP is for brand specific items. If alternates are proposed, samples of the item must be included with the bid response. Samples will only be returned by request and expense of the bidder. Request to return samples must be received within 30 days of bid closing date.

4. OFFERORS INSTRUCTIONS:

- 4.1 **FORMAT OF PROPOSAL:** The offerors' proposal should be a clear, concise description of how the offeror intends to provide the services set forth herein. To receive high marks, the proposal should outline how the offeror plans to address each key issue noted in the Scope of Work.

Offeror submission shall include the following items:

1. **TRANSMITTAL LETTER:** All offerors must submit a transmittal letter prepared on their letterhead. An individual who is authorized to bind this Firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. Contact information for the person who will be managing this contract is also required if different than the individual named above.
 2. **QUALIFICATIONS/OTHER INFORMATION:** The purpose of this section is to provide offerors the opportunity to present their experience and qualifications for proposal on this project.
 3. **ORDER PLACEMENT AND FUFILLMENT PROCEDURES:** Provide detailed process from beginning (initial contact with the City) to final delivery to City. Include initial contact, site visit (if desired), online ordering, sizing, fitting, and online order procedures, product fulfillment times, and shipping procedures.
 4. **PRICING:** City of Columbia requests pricing to be a percent of wholesale cost. For evaluation purposes, a pricing page has been included (Exhibit C). Offerors must include this pricing page with their proposal. Price should be listed for quantity of one (1) item, with the wholesale price and the City's price clearly listed for each item. Pricing shall be listed as a percentage of the wholesale price guide. The percentage of wholesale cost shall remain the same throughout the term of the contract and new published price guides shall be submitted annually.
- 4.2 **W-9 SUBMISSION:** Offeror shall provide a current W-9 by using any of the following methods (Exhibit A):
1. Uploading and attaching to RFP response
 2. Emailing the W-9 to the Procurement Officer named on the header of this document.
 3. Mail to City of Columbia Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201
- 4.3 **PRICING PAGE:** Pricing page is included and must be returned with RFP. This page contains the majority of the items that the City has ordered in the past and the

estimated quantity. Pricing shall be entered for quantity of one (1). This list is a selection of some of the items that the City has ordered in the past but is not meant to be all inclusive. City may purchase items not on this list and % of wholesale shall be applied to those items as well (Exhibit B).

5. EVALUATION AND AWARD

- 5.1 EVALUATION: City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion. Evaluation will be based on all elements of response to proposal criteria.

It is the purpose of this Request for Proposal to obtain data as complete as possible from each respondent that will enable the City to determine which prospective firm is best able to provide all the criteria to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria, listed in relative order of importance:

40 points: Pricing

35 points: Ability to provide products as outlined in Scope of Work

15 points: Experience/References

10 points: General Information (Quality of proposal, ease of ordering, etc)

Failure of the Offeror to provide in their proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to City needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

If it is determined to be in the best interest of the City, multiple awards may be made. Offerors are encouraged to submit an RFP if they can provide the uniform and promotional items requested and only provide embroidery OR screen print. Contractor does not need to have the ability to provide both services in order to score high. An award may be made to a cooperative agreement if it is determined that it is the most responsible.

- 5.2 SELECTION AND AWARD: City reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

% of Wholesale _____

ITEM #	DESCRIPTION	QTY LAST YEAR	WHOLESALE PRICE FOR ONE ITEM	CITY PRICE FOR ONE ITEM
1	ACRYLIC WATCH CAP	200	\$ _____	\$ _____
2	COAT - DUCK CHORE COAT - BLANKET LINED CARHARTT - C001	18	\$ _____	\$ _____
3	COAT - DUCK DETROIT JACKET - BLANKET LINED CARHARTT - J001	10	\$ _____	\$ _____
4	COAT - FIRE RESISTANT - DUCK TRADITIONAL COAT - QUILT LINED CARHARTT - 101618	12	\$ _____	\$ _____
5	COVERALL - DUCK ARTIC COVERALL - QUILT LINED CARHARTT - X06	10	\$ _____	\$ _____
6	COVERALL - DUCK COVERALL - QUILT LINED CARHARTT - X01	10	\$ _____	\$ _____
7	HAT - FIRESTEEL EARFLAP HAT CARHARTT 100779	10	\$ _____	\$ _____
8	HOOD - DUCK HOOD/ARCTIC - QUILT LINED CARHARTT - A02	25	\$ _____	\$ _____
9	HOOD - FLAME RESISTANT DUCK HOOD - QUILT LINED CARHARTT - FRA265	25	\$ _____	\$ _____
10	JACKET - DUCK ACTIVE JACKET - QUILTED FLANNEL LINED CARHARTT - J140	30	\$ _____	\$ _____
11	JACKET - DUCK ACTIVE JACKET - THERMAL LINED CARHARTT - J131	75	\$ _____	\$ _____
12	JACKET - FLAME RESISTANT - LANYARD ACCESS JACKET - QUILT LINED CARHARTT - 101625	12	\$ _____	\$ _____
13	JACKET - ROCKFORD CARHARTT - 100247	5	\$ _____	\$ _____
14	MASK - HELMET LINER CARHARTT - A267	25	\$ _____	\$ _____
15	OVERALL - DUCK BIB OVERALL - QUILT LINED CARHARTT - R02	5	\$ _____	\$ _____

Pricing Page

16	OVERALL - DUCK BIBS - UNLINED CARHARTT - R01	10	\$ _____	\$ _____
17	OVERALL - DUCK BIBS - ZIP TO THIGH, QUILT LINED CARHARTT - R41	50	\$ _____	\$ _____
18	OVERALL - FLAME RESISTANT - DUCK BIB OVERALL - QUILT LINED CARHARTT - 101626	12	\$ _____	\$ _____
19	PANTS - DUCK - FLANNEL LINED CARHARTT B111	30	\$ _____	\$ _____
20	PANTS - FIRM DUCK DOUBLE FRONT WORK DUNGAREE CARHARTT -B01	10	\$ _____	\$ _____
21	PANTS - FLAME RESISTANT DUCK WORK DUNGAREE CARHARTT - FRB229	5	\$ _____	\$ _____
22	PANTS - FLAME RESISTANT RELAXED FIT JEAN - STRAIGHT LEG CARHARTT - FRB100	150	\$ _____	\$ _____
23	PANTS - FLAME RESISTANT WASHED DUCK WORK DUNGAREE CARHARTT - 100791	5	\$ _____	\$ _____
24	PANTS - FIRE RESISTANT - JEANS ARIAT	150	\$ _____	\$ _____
25	SHIRT - FIRE RESISTANT - COTTON, LONG SLEEVE HENLEY CARHARTT - 100237	30	\$ _____	\$ _____
26	SHIRT - FLAME RESISTANT - LEIGHTWEIGHT TWILL LONG SLEEVE SHIRT CARHARTT - FRS003	70	\$ _____	\$ _____
27	SHIRT - FLAME RESISTANT - TWILL SHIRT WITH POCKET FLAP CARHARTT - FRS160	5	\$ _____	\$ _____
28	SHIRT - HIGH VISIBILITY LONG-SLEEVE CLASS 3 T-SHIRT CARHARTT - 100496	25	\$ _____	\$ _____
29	SHIRT - HIGH VISIBILITY SHORT-SLEEVE CLASS 2 T-SHIRT CARHARTT - 100495	70	\$ _____	\$ _____
30	VEST - FLAME RESISTANT MOCKNECK VEST CARHARTT - 101029	5	\$ _____	\$ _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of

October

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 35-06SEP17 – Records Storage and management Term & Supply to Underground Records Management, LLC.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 2nd day of October, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

432-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 11
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: September 25, 2017

RE: 35-06SEP17-Records Storage and Management – Term & Supply

35-06SEP17- Records Storage and Management – Term & Supply opened on September 06, 2017. One (1) bid was received. Boone County Recorder and Circuit Clerk recommend award by low bid to Underground Records Management, LLC.

This is a term and supply contract and will be paid from departments 1196 – Records Management Services and 2800 – Storage and Preservation, account 71525 – Storage Charges and 23020 – Microfilm/Film.

att: Bid Tab

cc: Nora Dietzel, Recorder
Christy Blakemore, Circuit Clerk

Bid File

432-2017

35-06SEP17 - Records Storage and Management - Term and Supply

Bid Tabulation

Vendor		Underground Records Management LLC			
Pricing		Circuit Clerk		Recorder	
4.2.	Transfer Cost (Lump Sum)	\$0.00		\$0.00	
4.2.1.	Option of County Delivery and Cost				
	Yes or No	Y		Y	
	Cost	\$0.00		\$0.00	
4.3.	Monthly Storage				
a	Standard Box	\$0.20	each		
b	Long Box	\$0.28	each		
c	Metal File Cabinet	\$1.12	each		
d	Record Book	\$0.20	each		
e	Fed Ex Box	\$0.20	each		
4.4.	Secure, Locked Room/Media Vault (per month)				
a	Standard Box	\$0.38	each	\$0.55	each
b	Long Box	\$0.56	each		
c	File/Arpeture	\$2.24	each	\$2.24	each
d	Record Book	\$0.38	each		
e	Fed Ex Box	\$0.38	each		
4.5.	Vendor Pickup and Delivery				
a	File/Arpeture	\$15 round trip + \$1/item after first		will not move metal arpeture	
b	Box	\$15 round trip + \$1/item after first		\$15 round trip + \$1/item after first	
4.6.	Boone County Pickup and Delivery				
a	File/Arpeture	\$0.00	each	\$0.00	each
b	Box	\$0.00	each	\$0.00	each
4.7.	Other Fees				
a	Open Account	\$0.00	each	\$0.00	each
b	Close Account	\$0.00	each	\$0.00	each
c	Other	none		none	
4.8.	Pickup/Delivery Round Trip				
a	Courthouse	\$15 round trip + \$1/item after first			
b	Government Center	\$15 round trip + \$1/item after first			
c	Johnson Building	\$15 round trip + \$1/item after first			
d	Public Works North	\$15 round trip + \$1/item after first			
e	Public Works South	\$15 round trip + \$1/item after first			
f	Sheriff Department	\$15 round trip + \$1/item after first			
g	Juvenile Justice Center	\$15 round trip + \$1/item after first			
4.9.	Emergency Delivery	\$35.00	each	\$35.00	each
4.10.	Receiving/Handling	\$1.60	each	\$1.60	each
4.11.	Inventory Listing	\$0.00		\$0.00	

		Underground Records Management LLC			
4.12.	Temporary Withdrawal				
a	File/Arpeture	\$1.95	each	will not move metal arpeture	
b	Box	\$1.95	each	\$1.95	each
4.13.	Permanent Withdrawal				
a	File/Arpeture	\$1.95	each	will not move metal arpeture	
b	Box	\$1.95	each	\$1.95	each
4.14.	Refiling				
a	File/Arpeture	\$1.95	each	will not move metal arpeture	
b	Box	\$1.95	each	\$1.95	each
4.15.	Facsimile	\$0.25	/page		
4.16.	Photocopy				
a	By Vendor	\$1.00	/page		
b	By County	\$0.25	/page		
4.17.	Records Destruction, Pickup				
a	Standard Box	\$3.60	each		
b	Long Box	\$7.20	each		
c	Metal File Cabinet	\$7.20	each		
d	Record Book	\$3.60	each		
e	Fed Ex Box	\$3.60	each		
4.18.	Records Shredding				
a	Paper	\$0.08	/pound		
b	Mixed Media				
4.19.	Termination	\$0.00	/cubic ft	\$0.00	/cubic ft
4.33.	Additional Information (Recorder)				
a	Construction Materials				
a.1	Floors	8 inch thick concrete			
a.2	Walls	Natural limestone rock facility			
a.3	Roof	Natural limestone rock facility			
b	Security	24 hour monitored security with multiple cameras. Fire suppression and smoke alarms. Punch code doors.			
b.2.	Personnel	State and federal background checks and 5panel drug testing			
c	Storing Requirements	Barcodes on all items. Orders by phone, email, or website.			
d.	Access Control	Included			
d.1.	Juvenile Records	Provided			
e	Disaster Plan	Provided			
f	Destruction	Provided			
f.1.	Obsolete Records	Included			
f.2.	Shredding	Cross cut paper only shredder on site			
g	Transmittal Procedures	See Bid Response			

No Bids
 IMS
 Photikon
 Fry-Wagner

**PURCHASE AGREEMENT
FOR
RECORDS STORAGE AND MANAGEMENT
TERM AND SUPPLY**

THIS AGREEMENT dated the 2nd day of October 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Con-Agg of Missouri DBA Underground Records Management LLC**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Records Storage and Management Term and Supply**, County of Boone Request for Bid number **35-06SEP17**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, as well as the Contractor's bid response dated **August 28, 2017** and executed by **Brad George**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **October 1, 2017 and extend through September 30, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** and thereafter on a month-to-month basis until either party terminates this Agreement by providing the other party with 30 days prior written notice.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver services to provide Records Storage and Management in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.

4. Billing and Payment - All billing shall be invoiced to the appropriate County Office or Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all Monthly Statements within thirty days of receipt of a correct statement; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

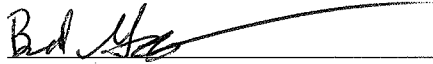
7. Termination - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

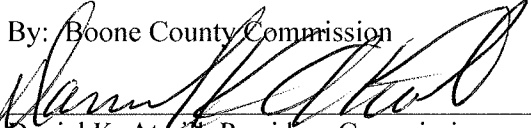
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

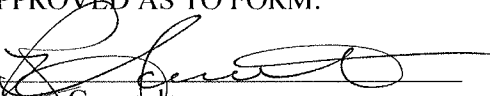
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

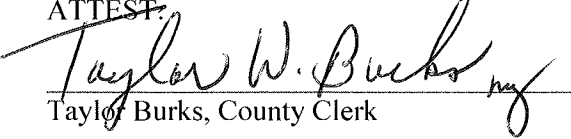
**CON-AGG OF MO, LLC DBA
UNDERGROUND RECORDS MANAGEMENT**

BOONE COUNTY, MISSOURI

By 
Title Manager

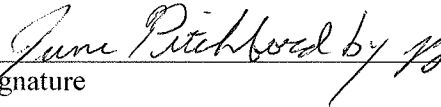
By: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Taylor Burks, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

<u></u>	<u>09/26/2017</u>	<u>1196/71525, 2800/23020 - Term & Supply</u>
Signature	Date	Appropriation Account

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 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.
19. **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.

4. Response Form

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder 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 bid and is authorized to contract on behalf of the firm named below.

Company Name: Con-Agg of Missouri DBA Underground records Management LLC

Corporate Address: 2604 N. Stadium Blvd. Columbia, MO. 65255

Storage Facility Address: 2500 N. Stadium Blvd. Columbia, MO. 65255

Distance from Boone County Court House 5 miles.

Telephone: 573-446-1940 Fax: 573-234-2260

E-mail Address: Brad.George@conagg-mo.com

Federal Tax ID (or Social Security #): 431765061

Print Name: Brad George Title: Manager

Signature:  Date: 8-28-17

- Corporation
- Partnership – Name _____
- Individual/Proprietorship – Individual Name _____
- Other (Specify) _____

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

The Bidder 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.

4.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote. The County will not pay for any services, fees or charges not included on the pricing sheet.

4.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

Pricing for Circuit Clerk’s Records:

4.2. Transfer Cost of Circuit Clerk’s records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all records detailed above from the County’s current storage location site (Underground Records Management) to the Vendor location. ***Initial move of our boxes shall include re-boxing and labeling per Vendor’s system to file at Vendor’s location.***
\$ 0.00 Lump Sum for 2,971 boxes.

4.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.

Yes

Cost (if any) \$ 0.00

4.3. Monthly Storage:

a. Standard Box	\$ <u>0.20</u>	each
b. Long Box	\$ <u>0.28</u>	each
c. Metal File Cabinet	\$ <u>1.12</u>	each
d. Record Book	\$ <u>0.20</u>	each
e. Fed Ex Box	\$ <u>0.20</u>	each

4.4. Secure, locked room (accessible only to Boone County designated staff Records Storage per Month:

a. Standard Box	\$ <u>0.38</u>	each
b. Long Box	\$ <u>0.56</u>	each
c. Metal File Cabinet	\$ <u>2.24</u>	each
d. Record Book	\$ <u>0.38</u>	each
e. Fed Ex Box	\$ <u>0.38</u>	each

4.5. Vendor Pickup and/or Delivery Service:

a. File/Document	\$ <u>15.00</u>	each	round trip plus \$1.00 per item after the first item included in delivery
b. Box	\$ <u>15.00</u>	each	round trip plus \$1.00 per item after the first item included in delivery

4.6. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

a. File/Document	\$ <u>0.00</u>	each
b. Box	\$ <u>0.00</u>	each

4.7 State other fees the County may occur if other County departments utilize this contract.

a. Set-Up Fees - Open Account	\$ <u>0.00</u>	each
b. (Initial/Final) - Close Account	\$ <u>0.00</u>	each
c. Other: _____	\$ _____	each

4.8. Pickup/Delivery Round Trip:

a. County Court House	\$ <u>15.00</u>	each
b. County Government Center	\$ <u>15.00</u>	each
c. County Johnson Building	\$ <u>15.00</u>	each
d. County Public Works (south)	\$ <u>15.00</u>	each
e. County Public Works (north)	\$ <u>15.00</u>	each
f. County Sheriff Department	\$ <u>15.00</u>	each
g. County Juvenile Justice Center	\$ <u>15.00</u>	each

4.9. Emergency Delivery Service: \$ 35.00 each
(one (1) hour record withdrawal and delivery service)

4.10. Receiving/Handling for boxes picked up after the initial move:
(Preparing inventory, indexing, labeling, placing on shelving) \$ 1.60 box

4.11. Inventory Listing: \$ 0.00

4.12. Temporary Withdrawal from storage:

a. File/Document	\$ <u>1.95</u>	each
b. Box	\$ <u>1.95</u>	each

4.13. Permanent Withdrawal from Storage:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

4.14. Re-filing:

- a. File/Document \$ 1.95 each
- b. Box \$ 1.95 each

4.15. Facsimile Transmission of County records (per page): \$ 0.25 page

4.16. Photocopy Services (per page):

- a. Copying Done by Vendor \$ 1.00 page
- b. Copying Done by County staff \$ 0.25 page

4.17. Records Destruction, including pick-up: (recycling only)

- a. Standard Box \$ 3.60 each
- b. Long Box \$ 7.20 each
- c. Metal File Cabinet \$ 7.20 each
- d. Record Book \$ 3.60 each
- e. Fed X Box \$ 3.60 each

4.18. Records Shredding (per pound):

- a. Paper \$ 0.08 pound
- b. Mixed-Media \$ N/A pound

4.19. Termination Costs:

- a. fixed cost per cubic foot of stored records: \$ 0.00 /cubic foot

Pricing for Recorder of Deeds Microfilm Boxes and Cabinets:

Odd size boxes include the following sizes:

- 14x14x16
- 17x14x13

Metal Aperture Card Cabinets, 19x29x40

4.20. Transfer Cost of Recorder's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all Recorder of Deed's records from the County's current storage location site (Underground Records Management) to the Vendor location. Initial move of our boxes shall include re-boxing and labeling per Vendor's system to file at Vendor's location.

\$ 0.00 Lump Sum

4.21. Media Vault (secure, locked vault, accessible only by authorized Boone County personnel) Monthly Storage:

- a. Odd Size Box \$ 0.55 each
- b. Metal Aperture Card Cabinet \$ 2.24 each

4.22. Vendor Pickup and/or Delivery Service – Boone County Government Center:

- a. Odd Size Box \$ 15.00 each round trip plus \$1.00 per item after the first item included in delivery
- b. Metal Aperture Card Cabinet \$ N/A each due to wieght safety URM will not move, URM can cordinate 3rd p

4.23. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

- a. Odd Size Box \$ 0.00 each

b. Metal Aperture Card Cabinet \$ 0.00 each

4.24. State other fees the County may occur if other County departments utilize this contract.

- a. Set-Up Fees - Open Account \$ 0.00 each
- b. (Initial/Final) – Close Account \$ 0.00 each
- c. Other: _____ \$ _____ each

4.25. Pickup/Delivery Round Trip:

County Government Center \$ 15.00 each plus \$1.00 per item after the first item included in del

4.26. Emergency Delivery Service: \$ 35.00 each

4.27. Receiving/Handling for boxes picked up after the initial move:

(Preparing inventory, indexing, labeling, placing on shelving)

\$ 1.60 box
\$ 1.60 cabinet

4.28. Inventory Listing: \$ _____

4.29. Temporary Withdrawal from storage:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.30. Permanent Withdrawal from Storage:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.31. Re-filling:

- a. Odd Size Box \$ 1.95 each
- b. Metal Aperture Card Cabinet \$ N/A each

4.32. Termination Costs:

- a. fixed cost per cubic foot of stored records \$ 0.00 /cubic foot

4.33. Additional Information Required:

a. Construction: The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided:

1. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. Floor Construction:
8 inch thick concrete floor
2. Walls surrounding the record storage area shall be four-hour fire resistant. Wall Construction:
natural limestone rock facility
3. Roof shall be of non-combustible construction and leak proof. Roof Construction:
natural limestone facility

b. Security: Vendor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Vendor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.

1. **Note:** Prior to the final award of this bid, the County may arrange a site visit to check the facility where the County's records will be stored. The County reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.

B. Security

URM has 24-hour security monitored by central dispatch and Midwest electronics, with multiple cameras in the main drive along with a camera outside of the URM door and two cameras inside URM. Fire suppression system and smoke alarms monitored by central dispatch and Midwest electronics. URM has punch code doors and security system for intrusion protection on access door and all garage doors.

2. **Vendor Personnel:** Please describe the minimum qualifications of the employees that are hired by your firm. Describe any general and/or criminal background checks that are performed prior to hire.

State and Federal background checks and 5panel drug testing

- c. **Storing:** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least four inches off the floor for moisture protection. Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications.

1. Is there a required method in which records must be stored and recorded by the County for retrieval purpose? If so, please describe the requirements. -

barcodes on all items provided by URM, orders can be placed by phone, email or website

- d. **Access Control:** The Vendor shall provide measures to meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County's records. Vendor shall also provide documented procedures for notifying the County immediately in case of disaster damage or destruction of County records. (This may be included in the Disaster Plan required in paragraph "s" below).

Included: X **Not Included:** .

1. The successful vendor must provide a locked, secure area for the Juvenile Records locked file cabinets and indexing bound book files that only the Circuit Clerk staff or other authorized County personnel could access.

Provided: X **Not Provided:** .

- e. **Disaster Plan:** Vendor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (hurricane, flood, fire, etc...), and general emergency preparedness including movement of records if required.

Provided: X **Not Provided:** .

- f. **Destruction:** Vendor shall provide a written procedure for completing records destruction. Only destruction by recycling, or when shredding is requested by County, subsequent recycling of shredded material, shall be accepted. A certificate of destruction shall be provided for all boxes destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis.

Provided: X **Not Provided:** .

1. **County routinely authorizes the destruction of obsolete records in storage quarterly.** This is accomplished by County providing the Vendor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, County also will request pickup of obsolete records to be destroyed. In addition, County occasionally has need for shredding services to destroy records on mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. County records shall be destroyed by the Vendor only upon receipt of a written destruction authorization signed by the County representative. An authorized Boone County staff member shall be present to witness the destruction of records.

Included: X **Not Included:** .

2. **Shredding:** Describe if on-site shredding is available for County personnel use

URM has a cross cut paper only shredder on site

- g. Bidder shall provide a brief description of transmittal procedures and any other requirements to be placed on the County in order to use the records storage facility and its services.

Customer provides URM with the barcodes they want to destroy, URM creates a destruction order and sends the order back to the requester to verify all boxes on the order for destruction, and signs a letter of authorization. Once the authorization letter is returned to URM, boxes are pulled and destroyed. Once completed URM provides a signed certificate of destruction.

PRIOR EXPERIENCE

Please provide a minimum of three local customers currently using your records storage facility and service. The County reserves the right to ask for additional information.

1. Prior Services Performed for:

Company Name: EAG Labs
Address: 4780 Discovery Drive Columbia, MO. 65201

Contact Name: Justine Edwards
Telephone Number: 573-777-6246

Date of Contract: July 2005- Present
Length of Contract: 12 years

Description of Prior Services (include dates):

chart storage and shred service from time to time 2005- present

2. Prior Services Performed for:

Company Name: Missouri Cancer Associates
Address: 1705 E. Broadway Columbia, MO. 65201

Contact Name: Anna Ingles
Telephone Number: 573-874-7800 Ext. 4

Date of Contract: January 2006- present
Length of Contract: 11 years

Description of Prior Services (include dates):

chart and tape storage 2006-present

3. Prior Services Performed for:

Company Name: City of Columbia
Address: 701 E. Broadway Columbia, MO. 65201

Contact Name: Mindy Barnes
Telephone Number: 573-874-7253

Date of Contract: June 2008-present
Length of Contract: 9 years

Description of Prior Services (include dates):

chart storage and blueprints and all dept. 2008-present

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

County of Boone)
)ss
State of Missouri)

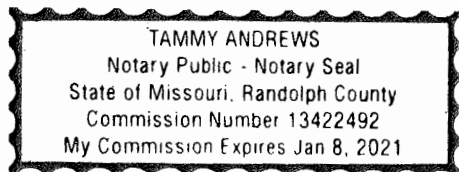
My name is Brad George. I am an authorized agent of Underground Records Management LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subvendors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Bl [Signature] 8-28-17
Affiant Date

Brad George
Printed Name

Subscribed and sworn to before me this 29th day of August, 2017.



[Signature]
Notary Public

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

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 Bid 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 bid, 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 bid.

Name and Title of Authorized Representative

Signature

Date



BOONE COUNTY, MISSOURI
Request for Bid #: 35-06SEP17 – Records Storage and Management – Term & Supply

ADDENDUM #1 - Issued August 4, 2017

This addendum is issued in accordance with the RFB Primary Specifications and Response Form in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

I. 2.2.1.2 Boone County Recorder of Deeds

- a. CHANGE: Box: 14x14x16 "75 boxes" to "80 boxes".
- b. Add: Approximately 28 additional 14x14x16 boxes are anticipated to be added this year.
- c. CHANGE: "Four (4) boxes of 14x14x16 (50.92 sf) are anticipated to be added annually." to "Three (3) boxes of 14x14x16 (38.19 sf) are anticipated to be added annually."

By: _____

Robert Wilson
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# **35-06SEP17 – Records Storage and Management – Term & Supply**, receipt of which is hereby acknowledged:

Company Name: Con-Agg of Missouri DBA Underground Records Management LLC

Address: 2604 N. Stadium Blvd. Columbia MO. 65255

Phone Number: 573-446-1940

Fax Number: 573-234-2260

E-mail: Brad.George@conagg-mo.com

Authorized Representative Signature: Brad George Date: 8-28-17

Authorized Representative Printed Name: Brad George



BOONE COUNTY, MISSOURI
Request for Bid #: 35-06SEP17 – Records Storage and Management – Term & Supply

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By:

Robert Wilson
Buyer

OFFEROR has examined **Addendum #1** to Request for Bid# **35-06SEP17 – Records Storage and Management – Term & Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

613 E. Ash Street, Room 111
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 - Fax (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **35-06SEP17**
Commodity Title: **RECORDS STORAGE AND MANAGMENT TERM & SUPPLY**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, September 6, 2017**
Time: **10:00 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: The Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, September 6, 2017**
Time: **10:00 A.M.**
Location / Address: **Boone County Annex Conference Room
613 E. Ash Street
Columbia, MO 65201**

Questions Submission Deadline

Day / Date: **Wednesday, August 30, 2017**
Time: **5:00 P.M.**
Location / Address: **All questions must be submitted in writing to Robert Wilson at Rwilson@boonecountymo.org**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
Prior Experience
Compliance with House Bill 1549 and Work Authorization
Certification of Individual Bidder and Affidavit
Debarment Certification
“No Bid” Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Vendor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Vendor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Vendor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. An "Invitation for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **Bid Clarification** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. 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 goods and/or services can be obtained from cooperative or governmental contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Vendor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2.1. Primary Specifications

- 2.1.1 **Items To Be Provided-** Boone County, hereinafter referred to as “County”, proposes to contract with an individual(s), hereinafter referred to as “Vendor” for a Term and Supply contract for the furnishing of **Records Storage and Management Service**, as set forth herein.
- 2.1.2 The intent of this Request for Bid and resulting contract is to obtain price bids to establish a multi-year contract for **records storage and management for the Circuit Clerk’s office** at the County of Boone – Missouri and **microfilm storage and management for the Boone County Recorder**. Other Boone County departments may start utilizing this term and supply contract in the future.
- 2.1.3 **Contract Duration** – The Contract shall be effective from date of award until **October 1, 2017 through September 30, 2018**. It is the County’s intent to award **four (4) additional one-year options**. Renewal options will be subject to contract performance, technological advancements, etc.
- 2.1.4 **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month to month basis if it is deemed to be in the best interest of Boone County.

2.2. Scope of Services

2.2.1. **Background:**

The awarded Vendor will initially be required to move the records from Underground Records Management, 2604 N. Stadium Blvd, Columbia, MO 65202 to the newly awarded Vendor’s facilities. Other pickups and delivery from the County may be required throughout the contract term from Boone County – Missouri. Pickups may vary throughout the contract period from any Boone County Department – more often from one of these eight County locations:

- 1) Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201
- 2) Boone County Johnson Building, 601 E. Walnut, Columbia, MO 65201
- 3) Boone County Government Center, 801 E. Walnut, Columbia, MO 65201
- 4) Boone County Sheriff, 2121 County Drive, Columbia, MO 65202
- 5) Boone County Public Works/South, 5551 Hwy 63 S., Columbia, MO 65201
- 6) Boone County Public Works/North, 5501 Oakland Gravel, Columbia, MO 65201
- 7) Juvenile Justice Center, 5665 N. Roger Wilson Dr., Columbia, MO 65202
- 8) Juvenile Office, 115 N. 8th Street, Columbia, MO 65201

2.2.1.1. **Boone County Circuit Clerk:**

Boone County Government currently has a contract with Underground Records Management of Columbia, Missouri for off-site record storage. The current Contract expires September 30, 2018. The County is seeking Request for Bids to enter into a contract for Records Storage and Management with a qualified storage facility firm. The awarded Vendor will be required to move the stored records at our current Vendor’s facility to the awarded vendor’s facility for the Boone County Circuit Clerk.

The County’s historical spending level for these services in 2015 was \$8,401.27 annually and January 1, 2016- July 31, 2016 was \$6,245.21

The Bidder’s response should include pricing for storage of approximately 2,971 boxes with a per box charge thereafter. The original contract will be for the Circuit Clerk’s office, but other offices at the County may use this contract in the future.

The records are enclosed in **standard letter/legal file boxes** (12 ½ W x 16” L x 10 ½” D (1.2 cubic feet) and **record books** (13” w x 18 ¼” L x 3” D).

Annual addition to the records in storage is anticipated to be approximately 20 boxes a year, taking into account the annual destruction of obsolete records.

All stated quantities are expressly agreed to be “estimated annual usage” only, and nothing herein shall bind the County to pay for a specified number of boxes or a minimum use charge. The County will only pay for the actual number of boxes in storage and services used. It is also further understood that the County shall not be obligated to purchase or pay for any covered item or service unless requested and accepted by the County.

Item # Description Cost for each Service

The current records inventory for the Circuit Clerk’s office, as of September 28, 2016 is indicated below. The successful vendor must be able to show that additional capacity beyond this is available at the storage facility.

Currently located at Underground Record’s Management

Open Area:

Boxes	454
Record Books	496

Records for Secured, Locked Storage Accessible Only by designated Boone County staff:

Boxes	343
Record books	84
File Cabinets	77

(GRAND TOTAL for initial move of Circuit Clerk’s records:

Standard Box:	797
Metal File Cabinet:	77
Record Book:	580

2.2.1.2. Boone County Recorder of Deeds

The Boone County Recorder currently stores cabinets and microfilm at Underground Records Management. The current contract **expires September 30, 2017**. The awarded Vendor will be required to move the stored records at our current Vendor’s facility to the awarded vendor’s facility for the Boone County Recorder of Deeds.

The Bidder’s response should include pricing for storage of the following:

Box: 14x14x16	75 boxes (93.23 sf)
Box: 17x14x13	1 box (1.79 sf)

Four (4) boxes of 14x14x16 (50.92 sf) are anticipated to be added annually.

2.2.2 Bidder Requirements:

- a. Bidder shall have proven experience as a Records Storage facility. Three (3) records storage customer references shall be provided with the bid response. The references shall be from current Columbia customers of two or more year’s duration. (Exhibit A may be used for this purpose).
- b. Bidder shall be a member in good standing of one or more professional associations such as PRISM International (Professional Records & Information Services Management), ARMA International (The Association for Information Management Professionals).

- c. Bidder shall provide regular pick-up/delivery services as follows:
 - 1. Requests for pickup/delivery of boxes/files placed in the morning (before noon) of a business day will be filled the afternoon (by 5:00 p.m.) of the same business day.
 - 2. Requests for pickup/delivery of boxes/files placed in the afternoon (by 5:00 p.m.) of a business day will be filled the morning (before noon) of the next business day.
- d. A request for county personnel access to a box/file shall be filled in three hours without incurring a rush or emergency withdrawal charge. A list of authorized personnel that has the ability to remove/pick-up a file will be provided to the Vendor.
- e. Vendor shall be capable of emergency one (1) hour record withdrawal and delivery service. Vendor shall provide 24-hour withdrawal access to County records.
- f. Vendor shall combine delivery and pickup of boxes into one trip when requested, and shall meet the delivery requirements listed above.
- g. Bidder shall have on-site photocopy and facsimile transmission services available.
- h. Bidder shall have a local or toll free phone number for requesting records storage services and for contacting customer service and support. Bidder shall retain Boone County boxes at a local (Columbia) records storage facility.
- i. The records storage facility must meet all applicable requirements of National Fire Protection Association (NFPA) 232-2000 (or current version).
- j. Bidder shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Circuit Clerk** of approximately **75 standard and computer boxes**. Box contents include historical ledgers and paper records and some microfiche security copies. Microfiche are added each month and are periodically purged. Bidder shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area or vault for storage **for the Boone County Recorder** of approximately **75 standard and computer boxes**. Please describe your environmentally controlled storage area.
- k. The records storage facility shall include a climate controlled (average office environment temperature and humidity) on-site room for use by authorized County personnel to review records at the storage facility once the records have been retrieved by the Vendor.
- l. **Pest Control:** Vendor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection.
- m. **Accountability:** Vendor must be able to account for all boxes placed in storage in the annual inventory, during scheduled destruction, and upon request by the County. Vendor shall provide initialed and updated inventory listings, written customer procedures and customer training at least once a year.
- n. Vendor shall provide a detailed list of all transactions with each monthly invoice. Vendor shall provide copies of all work orders referenced on each invoice. De-centralized billing is required and invoices shall be sent to the department of record.
- o. **Termination Costs:** Termination costs for this Contract, after the expiration of any number of years, shall be completed on the *Response Form (Section 4)*. This cost should be based on a fixed cost per cubic foot of stored records not to exceed the cost of storing the documents for one year.
- p. **Cancellation:** The County may cancel the contract with the Vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the Vendor from legal remedies available to the County. The Vendor may not cancel the award during the initial contract term, but can, upon sixty (60) days written notice prior to the end of the current contract term, opt not to renew.

3. **Response Presentation and Review**

- 3.1. **Response Content** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Form (Section 4.). Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **Submittal of Responses** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** – Submit, to the location specified on the title page, **three (3) complete copies of your Response in a single, sealed envelope**, clearly mark on the outside with your **company name and return address, bid number, and due date and time**.
- 3.2.2. **Advice of Award Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at: www.showmeboone.com.
- 3.2.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public.
- 3.3. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Vendor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

In compliance with this Request for Bid and subject to all the conditions thereof, the Bidder 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 bid and is authorized to contract on behalf of the firm named below.

Company Name: _____

Corporate Address: _____

Storage Facility Address: _____

Distance from Boone County Court House _____ miles.

Telephone: _____ Fax: _____

E-mail Address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

- () Corporation
- () Partnership – Name _____
- () Individual/Proprietorship – Individual Name _____
- () Other (Specify) _____

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

The Bidder 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.

4.1. Records Storage and Management Pricing: Pricing shall be bid per unit (file, box, cubic foot, etc). If unit quoted is different from unit listed, indicate equivalency for each unit and each quote. The County will not pay for any services, fees or charges not included on the pricing sheet.

4.1.1. Firm Pricing: Prices proposed shall remain firm for the entire contract period, including renewal periods. The County reserves the right to negotiate reductions in the price due to changes in market conditions at any time during any contract period.

Pricing for Circuit Clerk's Records:

4.2. Transfer Cost of Circuit Clerk's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all records detailed above from the County's current storage location site (Underground Records Management) to the Vendor location. *Initial move of our boxes shall include re-boxing and labeling per Vendor's system to file at Vendor's location.*
\$ _____ Lump Sum for 2,971 boxes.

4.2.1. State if the County has the option to deliver the boxes to the storage facility above and any cost associated with the County delivering the boxes for storage.

Cost (if any) \$ _____

4.3. Monthly Storage:

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed Ex Box \$ _____ each

4.4. Secure, locked room (accessible only to Boone County designated staff Records Storage per Month:

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed Ex Box \$ _____ each

4.5. Vendor Pickup and/or Delivery Service:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

4.6. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

4.7 State other fees the County may occur if other County departments utilize this contract.

- a. Set-Up Fees - Open Account \$ _____ each
- b. (Initial/Final) – Close Account \$ _____ each
- c. Other: _____ \$ _____ each

4.8. Pickup/Delivery Round Trip:

- a. County Court House \$ _____ each
- b. County Government Center \$ _____ each
- c. County Johnson Building \$ _____ each
- d. County Public Works (south) \$ _____ each
- e. County Public Works (north) \$ _____ each
- f. County Sheriff Department \$ _____ each
- g. County Juvenile Justice Center \$ _____ each

4.9. Emergency Delivery Service: \$ _____ each
(one (1) hour record withdrawal and delivery service)

4.10. Receiving/Handling for boxes picked up after the initial move:
(Preparing inventory, indexing, labeling, placing on shelving) \$ _____ box

4.11. Inventory Listing: \$ _____

4.12. Temporary Withdrawal from storage:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

4.13. Permanent Withdrawal from Storage:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

4.14. Re-filing:

- a. File/Document \$ _____ each
- b. Box \$ _____ each

4.15. Facsimile Transmission of County records (per page): \$ _____ page

4.16. Photocopy Services (per page):

- a. Copying Done by Vendor \$ _____ page
- b. Copying Done by County staff \$ _____ page

4.17. Records Destruction, including pick-up: (recycling only)

- a. Standard Box \$ _____ each
- b. Long Box \$ _____ each
- c. Metal File Cabinet \$ _____ each
- d. Record Book \$ _____ each
- e. Fed X Box \$ _____ each

4.18. Records Shredding (per pound):

- a. Paper \$ _____ pound
- b. Mixed-Media \$ _____ pound

4.19. Termination Costs:

- a. fixed cost per cubic foot of stored records: \$ _____ /cubic foot

Pricing for Recorder of Deeds Microfilm Boxes and Cabinets:

Odd size boxes include the following sizes:

- 14x14x16
- 17x14x13

Metal Aperture Card Cabinets, 19x29x40

4.20. Transfer Cost of Recorder's records: Total transfer cost for Bidder to furnish all labor, materials and equipment for the transfer of all Recorder of Deed's records from the County's current storage location site (Underground Records Management) to the Vendor location. Initial move of our boxes shall include re-boxing and labeling per Vendor's system to file at Vendor's location.

\$ _____ Lump Sum

4.21. Media Vault (secure, locked vault, accessible only by authorized Boone County personnel) Monthly Storage:

- a. Odd Size Box \$ _____ each
- b. Metal Aperture Card Cabinet \$ _____ each

4.22. Vendor Pickup and/or Delivery Service – Boone County Government Center:

- a. Odd Size Box \$ _____ each
- b. Metal Aperture Card Cabinet \$ _____ each

4.23. Boone County Delivery and Pickup of Boxes to/from Vendor's Facility:

- a. Odd Size Box \$ _____ each

b. Metal Aperture Card Cabinet \$ _____ each

4.24. State other fees the County may occur if other County departments utilize this contract.

- a. Set-Up Fees - Open Account \$ _____ each
- b. (Initial/Final) – Close Account \$ _____ each
- c. Other: _____ \$ _____ each

4.25. Pickup/Delivery Round Trip:

County Government Center \$ _____ each

4.26. Emergency Delivery Service: \$ _____ each

4.27. Receiving/Handling for boxes picked up after the initial move:

(Preparing inventory, indexing, labeling, placing on shelving)

\$ _____ box
\$ _____ cabinet

4.28. Inventory Listing: \$ _____

4.29. Temporary Withdrawal from storage:

- a. Odd Size Box \$ _____ each
- b. Metal Aperture Card Cabinet \$ _____ each

4.30. Permanent Withdrawal from Storage:

- a. Odd Size Box \$ _____ each
- b. Metal Aperture Card Cabinet \$ _____ each

4.31. Re-filling:

- a. Odd Size Box \$ _____ each
- b. Metal Aperture Card Cabinet \$ _____ each

4.32. Termination Costs:

- a. fixed cost per cubic foot of stored records \$ _____/cubic foot

4.33. Additional Information Required:

a. Construction: The records storage facility shall be solidly constructed, with secure loading and unloading areas. Please state materials used in construction of the walls, floors, and roof of the facility in the blanks provided:

1. Floors shall support at least 300 pounds per square foot, and shall be at or above ground level to assure dry storage. Floor Construction: _____
2. Walls surrounding the record storage area shall be four-hour fire resistant. Wall Construction: _____
3. Roof shall be of non-combustible construction and leak proof. Roof Construction: _____

b. **Security:** Vendor shall furnish a detailed description of 24-hour security, including intrusion protection and fire detection systems in place monitored from outside the facility. Vendor shall provide proof of a zoned fire suppression system, and the performance of periodic tests.

1. **Note:** Prior to the final award of this bid, the County may arrange a site visit to check the facility where the County's records will be stored. The County reserves the right to make intermittent, unannounced inspections of records storage facilities throughout the duration of this contract.

2. **Vendor Personnel:** Please describe the minimum qualifications of the employees that are hired by your firm. Describe any general and/or criminal background checks that are performed prior to hire.
-

c. **Storing:** Boxes shall be stacked no more than three (3) high on a shelf to prevent crushing. Boxes shall be placed on shelving at least four inches off the floor for moisture protection. Records shall be inventoried, indexed and shelved in such a manner that will facilitate timely access requirements detailed throughout these specifications.

1. Is there a required method in which records must be stored and recorded by the County for retrieval purpose? If so, please describe the requirements. -

d. **Access Control:** The Vendor shall provide measures to meet any confidentiality requirements on the records placed in storage by the County and shall have procedures for access authorization and controlled access to County's records. Vendor shall also provide documented procedures for notifying the County immediately in case of disaster damage or destruction of County records. (This may be included in the Disaster Plan required in paragraph "s" below).

Included: _____ **Not Included:** _____.

1. The successful vendor must provide a locked, secure area for the Juvenile Records locked file cabinets and indexing bound book files that only the Circuit Clerk staff or other authorized County personnel could access.

Provided: _____ **Not Provided:** _____.

e. **Disaster Plan:** Vendor shall furnish a written disaster plan and recovery procedures for the care and protection of records in the event of natural disasters (hurricane, flood, fire, etc...), and general emergency preparedness including movement of records if required.

Provided: _____ **Not Provided:** _____.

f. **Destruction:** Vendor shall provide a written procedure for completing records destruction. Only destruction by recycling, or when shredding is requested by County, subsequent recycling of shredded material, shall be accepted. A certificate of destruction shall be provided for all boxes destroyed. Authorized County personnel shall be allowed to monitor destruction of County records on both an announced and an unannounced basis.

Provided: _____ **Not Provided:** _____.

1. **County routinely authorizes the destruction of obsolete records in storage quarterly.** This is accomplished by County providing the Vendor with a specific list of eligible and approved boxes to be destroyed and the eligible date of destruction. From time to time, County also will request pickup of obsolete records to be destroyed. In addition, County occasionally has need for shredding services to destroy records on mixed media such as microfilm, CDs, floppy disks, computer diskettes, videotape, audiotape and other magnetic tape. County records shall be destroyed by the Vendor only upon receipt of a written destruction authorization signed by the County representative. An authorized Boone County staff member shall be present to witness the destruction of records.

Included: _____ **Not Included:** _____.

2. **Shredding:** Describe if on-site shredding is available for County personnel use

g. Bidder shall provide a brief description of transmittal procedures and any other requirements to be placed on the County in order to use the records storage facility and its services.

Insurance Requirements: The Vendor 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 Vendor allow any subvendor to commence work on their subcontract until all similar insurance required of subvendor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Vendor 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 Vendor shall require the subvendor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Vendor. 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 Vendor shall provide and shall cause each subvendor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

Vendor 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. **Vendor agrees to include 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.**

Business Automobile Liability – The Vendor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Vendor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subvendors: Vendor shall cause each Subvendor 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. Vendor shall provide to County copies of certificates of insurance evidencing coverage for each Subvendor. Subvendors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Vendor 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.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Vendor 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 Vendor, of any subvendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any subvendor, or of anyone for whose acts the vendor or its subvendor may be liable, in connection with providing these services. This provision does not, however, require vendor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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 subvendors, 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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Vendor 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 Vendor must notify the Purchasing Department.
9. In case of default by the Vendor, 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.
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 Vendor'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 Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **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.
19. **Equipment and serial and model numbers** - The vendor 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.

PRIOR EXPERIENCE

Please provide a minimum of three local customers currently using your records storage facility and service. The County reserves the right to ask for additional information.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

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 vendor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 page (which shows your company's name) and the last page (which shows your signature) of the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is:

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

Additional information may be obtained from:

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

If 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 Bid 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 bid, 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 bid.

Name and Title of Authorized Representative

Signature

Date



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **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: 35-06SEP17 – Records Storage and Management – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 17

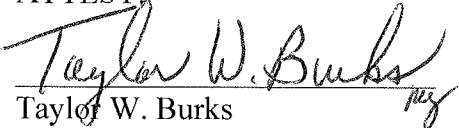
In the County Commission of said county, on the 2nd day of October 20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the redirection of class 9 savings to make additional class 9 purchases as detailed in the attached memorandum.


Done this 2nd day of October, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Absent

Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, PE; CHIEF ENGINEER

To: Boone County Commission

From: Stan Shawver

Date: September 28, 2017

Re: Redirection of approved funds

Dear Commissioners:

Boone County Resource Management would like to request authorization to redirect class 9 savings to make an additional class 9 purchase. On Thursday, September 28 we discovered one of our pavement style traffic analyzers was stolen. As traffic counters need to be set in pairs this makes us a set short, with several counts that need to be taken before the snow begins. We request approval to use \$3,400 of those funds to purchase a new set of traffic analyzers, including the protective covers & interface cable. Department 2045, Design & Construction, currently has \$5,093 in class 9 savings. If this purchase is permitted we would still have a Class 9 savings of \$1,693.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

2nd

day of

October

20

17

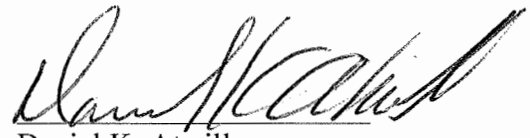
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the vacation of S. Bush Landing Road (partial) in accordance with the description on the attached petition submitted by the Boone County Resource Management Department.

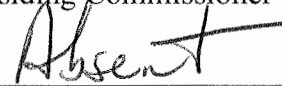
Done this 2nd day of October, 2017

ATTEST:

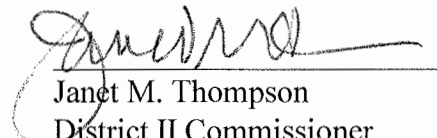
Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

BEFORE THE COUNTY COMMISSION
OF
BOONE COUNTY, MISSOURI

In the Matter of the Vacation of }
S. Bush Landing Road } _____ Term, 20__
a public road }

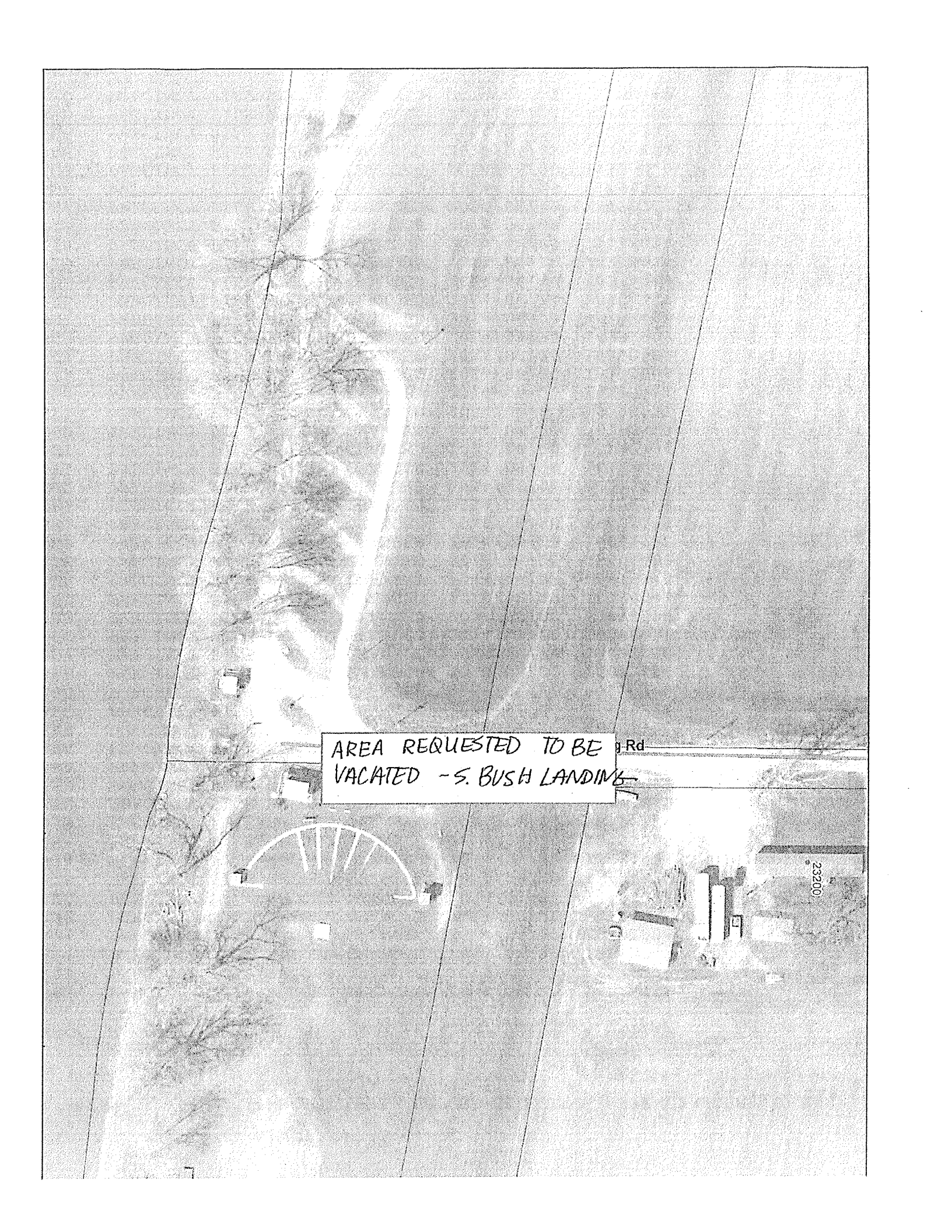
PETITION FOR VACATION OF A PUBLIC ROAD

The undersigned, who by their signature to this petition swear or affirm that the matters alleged below are true to their best information and belief, state the following:

1. Each petitioner separately that he or she is a resident of the township or townships through which the above named road, or part thereof, sought to be vacated by this application is situated.
2. Each petitioner desires to have the following described public road (or part thereof) vacated which is located in
Cedar Township(s), Boone County, Missouri, to-wit:
Common Name: S. Bush Landing Rd
Location: Township 45N Range 12 West
Legal Description: Starting 480' South of the Corner Common to Sections 17, 18, 19 and 20, T45NR12W to Point of beginning thence South 250' to end of the Description.
3. The above described road should be vacated because it is useless and the repair of same presents an unreasonable burden to the road district responsible for the maintenance and repair of same.
4. For the foregoing reasons, the undersigned petitioners request that the above described public road,
S. Bush Landing Road be vacated as prescribed by law.

PETITIONER'S NAME (print)	SIGNATURE	ADDRESS
✓ 1. Sharon Jennings	<i>Sharon Jennings</i>	80 S. 2nd St. Hartsburg, Mo.
✓ 2. Michele Phillips	<i>Michele Phillips</i>	20576 S Route A Hartsburg MO
✓ 3. Troy Phillips	<i>Troy Phillips</i>	20576 S Route A Hartsburg
✓ 4. Leina Clewri	<i>Leina Clewri</i>	60 S. 2nd St. Hartsburg, MO
✓ 5. Mark Clewri	<i>Mark Clewri</i>	60 S. 2nd Street, Hartsburg, MO
✓ 6. Bobbi Vendsel	<i>Bobbi Vendsel</i>	15 E Main St.
✓ 7. Bobbi Vendsel	<i>Bobbi Vendsel</i>	15 E Main St
✓ 8. Stacy Phillips	<i>Stacy Phillips</i>	54 N. Center St. Hartsburg
✓ 9. Jay LeFfer	<i>Jay LeFfer</i>	3620 E Christian School Rd
✓ 10. Jeanette Crawford	<i>Jeanette Crawford</i>	74 N 2nd St. Hartsburg 65039
✓ 11. Terry McNea	<i>Terry McNea</i>	20580 Rte A Box 36 HARTSBURG MO 65039
✓ 12. VINCENT BARZIEZ	<i>Vincent Barziez</i>	85 N. CENTER ST. HARTSBURG MO
✓ 13. Susan Barner	<i>Susan Barner</i>	85 N. Center St Hartsburg, MO
✓ 14. Darrell Bennett	<i>Darrell Bennett</i>	1475 E. Betty Ln. Hartsburg
✓ Chris Jennings	<i>Chris Jennings</i>	570 E Rte M Hartsburg MO

Note: Twelve (12) approved signatures are required



AREA REQUESTED TO BE VACATED - S. BUSH LANDING

Rd

23200

CERTIFIED COPY OF ORDER

October Session of the October Adjourned

Term. 20 17

STATE OF MISSOURI

} ea.

County of Boone

2nd day of October 20 17

In the County Commission of said county, on the

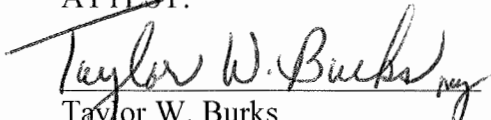
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Boone County Clerk to replace iPads purchased in 2010 with the County to be reimbursed through the Election Efficiency Grant by the Secretary of State.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2300	92301	Election Services	Replacement Computer Hardware		29,327
2300	3451	Election Services	State Reimbursement Grant		29,327
					58,654

Done this 2nd day of October, 2017.

ATTEST:

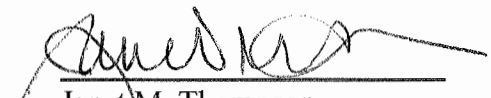

 Taylor W. Burks
 Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner


 Janet M. Thompson
 District II Commissioner

BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

RECEIVED

8/25/17

EFFECTIVE DATE

SEP 05 2017

FOR AUDITORS USE

BOONE COUNTY
AUDITOR
Account Name

(Use whole \$ amounts)

Transfer From Transfer To
Decrease Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
2300	92301	Election Services	Replacement Computer Hardware		29,327
2300	3451	Election Services	State Reimb-Grant		29,327

- 58,654

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

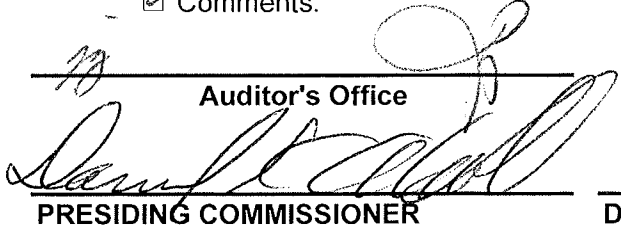
Replace iPads purchased in 2010. We will be reimbursed through the Election Efficiency Grant by the Secretary of State.


Requesting Official

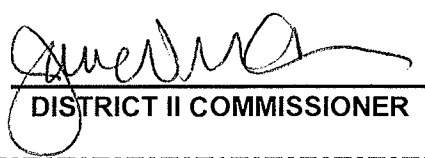
TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached
- A fund-solvency schedule is attached.
- Comments:

Agenda


PRESIDING COMMISSIONER

Absent
DISTRICT I COMMISSIONER


DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing



Secretary of State's Office
Elections Division
PO Box 1767
Jefferson City, MO 65102
www.sos.mo.gov

Election Efficiency Grant Agreement

LEA Name: Boone County

Grant Period: **Begins on Secretary of State Official's signature date listed below**
End Date is December 31, 2017

Grant Award Amount \$ 29,327.00

Final Payment Reimbursement Request Due: **February 14, 2018**

Purpose

The purpose of this grant is to provide assistance to local election authorities to improve election processes. The grant options being offered include funding for:

- Hiring temporary personnel for specified projects outlined in Appendix B;
- Purchase of equipment and supplies for polling place improvement outlined in Appendix B; and
- Performing routine list maintenance activities to update voter record status and address.
- Maintenance and programming cost for voting equipment;
- Purchasing certified voting equipment and replacement parts;
- Improvement Polling Place Accessibility

The Local Election Authority (LEA) is to choose one or more specific grant options from the approved list of options contained in **Appendix B** which is attached and incorporated as a part of this agreement by reference. The LEA can spend between the options up to the total grant amount awarded. Refer to Appendix B for specific option details and allowable expenditures.

General Instructions

- This grant is subject to appropriation and cash availability.
- Completed this form and sign.
- Mail or Fax to the Secretary of State's Office.
- A signed copy will be mailed back to the LEA.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Do not begin incurring related costs before the start of the grant period.

CFDA Number

- 3451 • There is no CFDA number associated with this grant.
- This **does not** have to be reported on your Schedule of Expenditures of Federal Awards (SEFA).

Payment

Payment shall be made on a reimbursement basis as follows:

- LEA completing the attached **Payment Request Form** and submitting the required payment documentation;
- Reimbursement will be for allowable expenses incurred after the date the grant is signed by an authorized official of the Secretary of State;
- Multiple reimbursement requests may be submitted, up to the maximum grant amount, on grants not providing for lump sum payment;
- Reimbursement requests must be submitted within 45 calendar days after the end of the grant period;
- **Fax the Payment Request Form to (573) 526-3242, or**

Mail the Payment Request Form to:
Secretary of State, Elections Division
600 West Main Street, PO Box 1767
Jefferson City, MO 65102

Equipment

- Equipment purchased with the use of grant funds will be reimbursed based on the percentage used for elections; and
- Single year maintenance cost only, unless the vendor supplies written documentation showing a justifiable cost savings for a two year maintenance agreement.
- Continuing maintenance, licenses, service, and warranty repairs of the qualifying equipment purchased pursuant to this agreement are the sole responsibility of the LEA. The LEA shall contact the manufacturer or vendor directly for maintenance, warranty, service and repair of the qualifying computer equipment.

LEA Grant Agreement Certification

We are aware of, and agree to comply with, all local, state and federal regulations, provisions and assurances required under this grant program as well as the accompanying terms and conditions and the allowable cost and reimbursement requirements for my grant including those contained in Appendix A and B hereby incorporated by reference and made a part of this agreement. We will carry out the grant agreement according to its purpose. We agree that all grant expenses submitted for reimbursement will be expended as outlined in the grant agreement and that reimbursement/payment for these expenses will not be obtained from any third party. This agreement has been authorized by the appropriate Local Election Authority. By signing this agreement the Secretary of State agrees to abide by the conditions and payment terms included within this grant and the Local Election Authority acknowledges compliance with and agrees to the grant agreement including the terms and conditions and all eligibility and reimbursement requirements incorporated therein.

TRISH VINCENT
 Type name of Secretary of State Official

Trish Vincent
 Signature, above official (in blue ink)

1/26/17
 Date

Wendy S Noren
 Type name of Local Election Authority

Wendy S Noren
 Signature, above official (in blue ink)

1/25/2017
 Date