

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

21st

day of

July

20 16

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

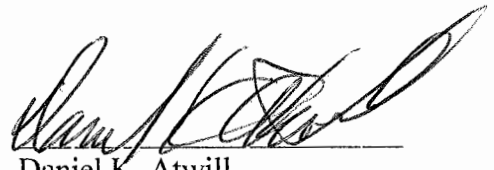
Now on this day the County Commission of the County of Boone does hereby award bid 38-17JUN16 – Check Point Firewall for the Emergency Communication Center to Enterprise Consulting Group of St. Louis, MO.

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 21st day of July, 2016.

ATTEST:

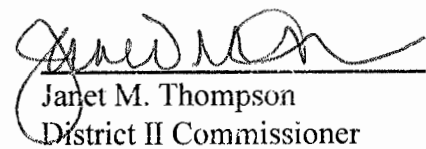
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

342-2016

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: July 15, 2016
RE: Bid Award Recommendation: 38-17JUN16 – *Check Point Firewall for the Emergency Communication Center*

Request for Bid 38-17JUN16 – *Check Point Firewall for the Emergency Communication Center* closed on June 17, 2016. Two bids were received. Recommendation for award is Enterprise Consulting Group of St. Louis, Missouri for offering the responsive, responsible bid for Boone County. The low bid offered by Innovative Solutions did not meet the specification for providing a quote for future years support. They did not quote the Premium Collaborative Enterprise Support in paragraphs 4.9.3., 4.9.4., 4.9.5. and 4.9.6.

Total cost of contract is \$105,806.00 and will be paid from 4101- ECC Radio & Technology, account 71231 – Owner Costs. There is \$8.65 million budgeted for the Emergency Communications Center project.

ATT: Bid Tab

cc: Bid File
Karen Miller, Commission
Ryan Irish, IT

342-2016

38-17JUN16 - Check Point Firewall			ENTERPRISE CONSULTING GROUP		SOFTWARE HOUSE INTERNATIONAL	
BID TABULATION						
4.9.	Description	Quantity	Unit Price	Extended Price	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NG1X-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$38,254.00	\$76,508.00	\$46,435.00	\$92,870.00
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$7,500.00	\$7,500.00	\$9,031.00	\$9,031.00
4.9.3.	Part Number: CPSE-EVS-G200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$2,232.00	\$2,232.00	\$2,710.00	\$2,710.00
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year	2	\$8,391.00	\$16,782.00	\$9,949.00	\$19,898.00
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year, SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$1,152.00	\$1,152.00	\$1,366.00	\$1,366.00
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year, Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$1,632.00	\$1,632.00	\$1,934.00	\$1,934.00
4.9.7.	TOTAL (4.9.1. - 4.9.6.)			\$105,806.00		\$127,809.00
Future Years Support Cost						
4.9.8.	Year 2 Support Cost			\$47,406.40		\$1,366.00
4.9.9.	Year 3 Support Cost			\$47,407.40		\$1,366.00
4.9.10.	Year 4 Support Cost			\$47,408.40		\$1,366.00
4.9.11.	Year 5 Support Cost			\$47,409.40		\$1,366.00
4.9.12.	TOTAL (4.9.8. - 4.9.11.)			\$189,631.60		\$5,464.00
GRAND TOTAL (4.9.7. + 4.9.12.)				\$295,437.60		\$133,273.00
4.11.	COOP? (Yes or No)			NO		YES
4.12.	Days after Receipt of Order for Delivery			5-7days		7
4.10.	Please describe Warranty or attach:			The device comes with a one year hardware warranty. If the device fails within the year the customer is allowed to replace the unit. Additional maintenance may be purchased to cover any hardware or software failures beyond the first year of ownership. Customers can be purchased for the entire lifecycle of the product. Based on the information above, in the event of a hardware failure an RMA would be processed and replacement shipped Next Business Day. The Premium support period covers the S/A for the entirety of the asset as long as annual support remains current.		
4.13.	Describe any deviations from bid specs.			Customer can purchase the Annual Next Generation Threat Extraction package for 3 years option for bid price of \$8,890.00		Will have to have our Legal department review their offer to our Terms and Conditions
No Bids						
CANON SOLUTIONS AMERICA, INC.						
TALLEY INC.						
ACCU-TECH.						
PCM TECHNOLOGY						

**PURCHASE AGREEMENT FOR
CHECK POINT FIREWALL**

THIS AGREEMENT dated the 15th day of July 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Enterprise Consulting Group**, herein "Contractor" or "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 **Check Point Firewall**, County of Boone Request for Bid number **38-17JUN16** including Introduction and General Condition of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Boone County Standard Terms and Conditions, Prior Experience, Work Authorization Certification, Debarment Certification, e-mail dated June 24, 2016, as well as the Bid Response dated June 14, 2016 and executed by Mark M. Reed 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 and the terms, conditions, provisions and requirements contained in the bid specifications shall control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver products and services to provide Check Point Firewall for the Boone County Emergency Communication Center **for a one-year period starting with the contract date written above. Contract includes four one-year renewal option periods** for the pricing detailed within. All Check Point Firewall products and services shall be provided in conformity with the bid specifications and as set forth in the Contractor's bid response. All proposed pricing shall remain firm through the end of the final renewal period.

4.9.	Description	Qty	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$38,254.00	\$76,508.00
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$7,500.00	\$7,500.00
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$2,232.00	\$2,232.00
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year	2	\$8,391.00	\$16,782.00
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year. SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$1,152.00	\$1,152.00

4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$1,632.00	\$1,632.00
4.9.7.	TOTAL (4.9.1. – 4.9.6.)			\$105,806.00
	Future Years Support Cost			
4.9.8.	Year 2 Support Cost		\$47,406.40	
4.9.9.	Year 3 Support Cost		\$47,407.40	
4.9.10	Year 4 Support Cost		\$47,408.40	
4.9.11	Year 5 Support Cost		\$47,409.40	

3. **Delivery** - Contractor agrees to provide Check Point Firewall products and service within 5 to 7 calendar days after receiving Notice to Proceed.

4. **Billing and Payment** - All billing shall be invoiced per the address on the Purchase Order. 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 invoices within thirty days of receipt of a correct invoice; 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 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.

342-2016

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

ENTERPRISE CONSULTING GROUP

By: _____

Mark H. Paul

Title: _____

President & CEO

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

By: _____

[Signature]

County Counselor

ATTEST:

Wendy S. Noren

Wendy S. Noren, 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.)

4101 / 71231 / \$105,806

June Pitchford by HA

7-18-16

Signature

Date

Appropriation Account

Melinda Bobbitt - RE: 38-17JUN16-Check Point Firewall - follow up questions

From: Eric Codak <ewc@ec-group.com>
To: Phil Fichter <PFichter@boonecountymo.org>
Date: 6/24/2016 4:44 PM
Subject: RE: 38-17JUN16-Check Point Firewall - follow up questions
CC: Melinda Bobbitt <MBobbitt@boonecountymo.org>, Ryan Irish <RIrish@booneco...>

Its Eric Codak, Mark Reed is my CEO. Please see below and let me know if you should have any other questions.

Thank you,

Eric W. Codak, ITIL® Certified
Senior Account Executive
Enterprise Consulting Group
14567 North Outer 40 Road
Suite 450
St. Louis, MO 63017
Cell - 314.477.5759
Work - 314.205.9030



From: Phil Fichter [mailto:PFichter@boonecountymo.org]
Sent: Thursday, June 23, 2016 2:50 PM
To: Eric Codak
Cc: Melinda Bobbitt; Ryan Irish
Subject: 38-17JUN16-Check Point Firewall - follow up questions

Mark M. Reed:

Please respond to the questions below by "Reply All" so everyone included on this email receives your answers.

Thank you.

Bellow are some follow up questions that need to be asked from both vendors who responded to the Check Point Bid.

For the yearly support costs, the costs should be made up of the following items:

Threat Extraction yearly subscription for primary 5800 appliance - **1 year is no charge List price for the**

Package is \$25,500.00 per appliance year 2-5

Threat Extraction yearly subscription for the secondary 5800 appliance - **1 year is no charge List price for the Package is \$25,500.00 per appliance year 2-5**

Premium Collaborative Enterprise support, 5800 primary appliance - **\$8,391.20**

Premium Collaborative Enterprise support, 5800 secondary appliance - **\$8,391.20**

Premium Collaborative Enterprise support, SmartEvent and SmartReporter blades - **\$1,152.00**

Premium Collaborative Enterprise support, Smart-1 210 appliance. - **\$ 1,632.00**

Is your bid response for Year 2 - 5 support costs complied from the items above?

Total Support cost is: \$70,566.00

After ECG Discounts: \$47,406.40 (I'm discounting the Threat Extraction blades significantly)

On the submitted pricing sheet, it has a unit price and an extended price. The extended price for some items is cheaper than the unit price. Is this extended price the correct price to be used for pricing?**YES**

Thank you for your immediate attention to these questions,
Phil

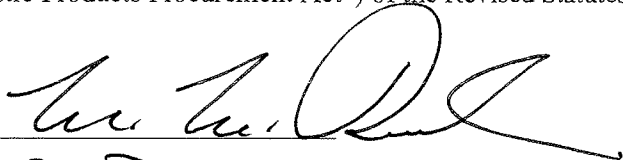
Phil M. Fichter
Buyer
Boone County Purchasing Dep.
613 E. Ash St. Room 112
Columbia, MO 65201
PFichter@boonecountymo.org
Phone: 573-886-4392
Fax: 573-886-4390

This email was scanned and secured through emulation by Check Point!

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

- 4.1. Company Name: Enterprise Consulting Group.
- 4.2. Address: 14567 N. Outer 40, Suite 450
- 4.3. City/Zip: CHESTERFIELD, MO 63017
- 4.4. Phone Number: 314.205.9030
- 4.5. Fax Number: 314.205.9766.
- 4.6. Federal Tax ID: 43-1806684
- 4.7. E-mail: ewc@ec-group.com

4.8. 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, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): 

4.8.2. Type or Print Signed Name: Mark M. Reed

4.8.3. Today's Date: 6/14/16.

Please See Attached.

4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$	\$
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$	\$
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$	\$
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year	2	\$	\$
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year. SmartEvent and SmartReporter blades managing up	1	\$	\$

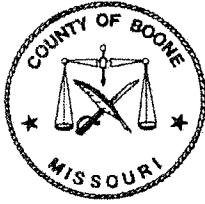
	to 2 gateways			
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$	\$
4.9.7.	TOTAL (4.8.1. – 4.8.6.)			\$
Future Years Support Cost				
4.9.8.	Year 2 Support Cost			\$
4.9.9.	Year 3 Support Cost			\$
4.9.10.	Year 4 Support Cost			\$
4.9.11.	Year 5 Support Cost			\$
4.9.12.	TOTAL (4.8.7. – 4.8.11.)			\$
	GRAND TOTAL (4.8.7. + 4.8.12.)			\$
4.10.	Please describe Warranty or attach: _____ _____ _____ _____			

4.11. 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

4.12. Delivery: _____ Days After Receipt of Purchase Order

4.13. Describe any deviations from bid specifications:

38-17JUN16 - Check Point Firewall			Check Point	
BID TABULATION				
4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$38,254.00	\$76,508.00
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	7500 \$12,000.00	\$7,500.00
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	2232 \$3,600.00	\$2,232.00
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year (For 2 Devices)	2	\$8,391.00	\$16,782.00
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year. SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$1,152.00	\$1,152.00
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$1,632.00	\$1,632.00
4.9.7.	TOTAL (4.9.1. - 4.9.6.)			\$105,806.00
Future Years Support Cost				
4.9.8.	Year 2 Support Cost			\$47,406.40
4.9.9.	Year 3 Support Cost			\$47,407.40
4.9.10.	Year 4 Support Cost			\$47,408.40
4.9.11.	Year 5 Support Cost			\$47,409.40
4.9.12.	TOTAL (4.9.7. - 4.9.11.)			\$189,631.60
	GRAND TOTAL (4.9.7. + 4.9.12.)			\$295,437.60
4.11.	COOP? (Yes or No)			na
4.12.	Days after Receipt of Order for Delivery			5-7 Days
4.10.	Please describe Warranty or attach:		The device comes with a one year hardware warranty. If the device fails within the year the customer is allowed to replace the unit. Additional maintenance may be purchased to cover any hardware or software defects beyond the first year of ownership. Warranties can be purchased for the entire lifecycle of the product. Based on the information above, in the event of a hardware failure an RMA would be processed and replacement shipped Next Business Day. The Premium support proposed ensures this SLA for the entirety of the assets as long as annual support remains current.	
4.13.	Describe any deviations from bid specs.		Customer can purchase the Annual Next Generation Threat Extraction package for 3 years upfront for List price of \$68,850.00	



BOONE COUNTY, MISSOURI

Request for Bid #: 38-17JUN16 – Check Point Firewall

ADDENDUM #1 - Issued June 14, 2016

This addendum is issued in accordance with the Request for Bid Response Page 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.

The County received the following question and is providing a response below:

1. Check Point needs the end user's UC# before they can give me select pricing. What is that UC#?

Response: 0006203116

By:

Melinda Bobbitt
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

BIDDER has examined **Addendum #1** to Request for Bid # 38-17JUN16 – Check Point Firewall, receipt of which is hereby acknowledged:

Company Name:

Enterprise Consulting Group

Address:

14567 N. Outer 40, Suite 450

Phone Number:

314.205.9030

Fax Number:

314.205.9764

E-mail:

ewc@ec-group.com

Authorized Representative Signature:

Mark M. Reed

Date: 6/14/2016

Authorized Representative Printed Name:

Mark M. Reed

38-17JUN16 - Check Point Firewall			Check Point	
BID TABULATION				
4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$38,254.00	\$76,508.00
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$12,000.00	\$7,500.00
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$3,600.00	\$2,232.00
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year (For 2 Devices)	2	\$8,391.00	\$16,782.00
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year. SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$1,152.00	\$1,152.00
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$1,632.00	\$1,632.00
4.9.7.	TOTAL (4.9.1. - 4.9.6.)			\$105,806.00
Future Years Support Cost				
4.9.8.	Year 2 Support Cost		\$47,406.40	
4.9.9.	Year 3 Support Cost		\$47,407.40	
4.9.10.	Year 4 Support Cost		\$47,408.40	
4.9.11.	Year 5 Support Cost		\$47,409.40	
4.9.12.	TOTAL (4.9.7. - 4.9.11.)		\$189,631.60	
	GRAND TOTAL (4.9.7. + 4.9.12.)		\$295,437.60	
4.11.	COOP? (Yes or No)		na	
4.12.	Days after Receipt of Order for Delivery		5-7 Days	
4.10.	Please describe Warranty or attach:	The device comes with a one year hardware warranty. If the device fails within the year the customer is allowed to replace the unit. Additional maintenance may be purchased to cover any hardware or software defects beyond the first year of ownership. Warranties can be purchased for the entire lifecycle of the product. Based on the information above, in the event of a hardware failure an RMA would be processed and replacement shipped Next Business Day. The Premium support proposed ensures this SLA for the entirety of the assets as long as annual support remains current.		
4.13.	Describe any deviations from bid specs.	Customer can purchase the Annual Next Generation Threat Extraction package for 3 years upfront for List price of \$68,850.00		

EXHIBIT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *County of Boone*
Address: *705 E. WALNUT*

Contact Name: *Ryan Irish*
Telephone Number: *573-886-4445*

Date of Contract: *N/A*
Length of Contract: *N/A*

Description of Prior Services (include dates):

2/23/2007 - Present

2. Prior Services Performed for:

Company Name: *City of Kirkswood*
Address: *139 S. Kirkswood Rd.*

Contact Name: *Kevin Camp*
Telephone Number: *314 822-5804*

Date of Contract: *N/A*
Length of Contract: *N/A*

Description of Prior Services (include dates):

1998 - Present

3. Prior Services Performed for:

Company Name: *Mo Public Defenders office*
Address: *1000 West Nifong, Building 7, Suite 100*

Contact Name: *Mary Williamson*
Telephone Number: *573-777-9977*

Date of Contract: *N/A*
Length of Contract: *N/A*

Description of Prior Services (include dates):

8/12/2004 - Present

(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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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.

Mark M. Reed President + CEO
Name and Title of Authorized Representative

M. M. Reed 6/14/2016
Signature Date



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB

Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **38-17JUN16**
Commodity Title: **Check Point Firewall**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday – June 17, 2016**
Time: **2:30 P.M. Central Time** (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 110
Columbia, MO 65201
Directions: The Boone County Annex is located on the Southeast corner at 7 St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available

Bid Opening

Day / Date: **Friday, June 17, 2016**
Time: **2:30 P.M. Central Time** (Bids received after this time will be returned unopened)
Location / Address: Boone County Annex Building
Conference Room
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**

Standard Terms and Conditions

E-Verify:

Instructions for Compliance with House Bill 1549

Work Authorization Certification

Certification of Individual Bidder

Affidavit (Individual Bidder Certification)

Prior Experience

Certification Regarding Debarment

“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 / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. 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.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor 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, 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. Bidders' 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 Addendum 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.
- 1.4.1. 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 state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor'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. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing and Delivery of hardware, software and support for **Check Point Firewall** for the Boone County Information Technology Department.
 - 2.1.1. **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 bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
 - 2.2. **No Equivalent or alternate Firewall systems will be accepted. All bids must be for the Check Point items named and described within Section 2.**
 - 2.3. **GENERAL REQUIREMENTS:** For the Furnishing and Delivery for all software, hardware and five (5) years of support for a network security firewall. **Manufacturer: Check Point.**
 - 2.3.1. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment should be attached to the bid.
 - 2.3.2. Sample printed warranty should accompany bid.
 - 2.3.3. One set of instruction and service manuals shall be furnished
 - 2.3.4. Successful Contractor shall itemize all equipment serial numbers on invoice or separate sheet.
 - 2.3.5. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
 - 2.4. **Minimum Specifications shall include:**
 - 2.4.1. **Next Generation Threat Extraction Appliance - High Performance Package:** Part Number: CPAP-SG5800-NGTX-HPP 5800
 - 2.4.1.1. **Quantity: 2** (primary and secondary, will be configured in High Availability)
 - 2.4.1.2. Blades Included: Firewall, VPN, Advanced Networking and Clustering, Identity Awareness, Mobile Access, IPS, Application Control, URL Filtering, Anti-Virus, Anti-Bot, Anti-Spam and Email Security, Threat Emulation, Threat Extraction, Network Policy Management, Logging and Status. First year of Next Generation Threat Extraction subscription package is included in initial purchase for both appliances.
 - 2.4.2. **Appliance with Policy, Log and Event Security Management for 10 Security Gateways:** Part Number: CPAP-SM210 Smart-1 210
 - 2.4.2.1. **Quantity: 1**
 - 2.4.3. **SmartEvent and SmartReporter blades managing up to 2 gateways:** Part Number: CPSB-EVS-C200
 - 2.4.3.1. **Quantity: 1**
 - 2.4.4. **Premium Collaborative Enterprise Support, 5800 Appliance, 1 year:** Part Number: CPES-SS-PREMIUM-ADD-ACSP
 - 2.4.4.1. **Quantity: 2**
 - 2.4.4.2. Check Point Collaborative Premium Support Services include but not limited to:
 - 2.4.4.3. Includes access to major Check Point software upgrades, service packs and critical hotfixes. In addition, unlimited, 24x7 Tier1 / Tier2 software and hardware (warranty) telephone support with 30 minute response to Severity 1 issues and 2 hour response to Severity 2 issues. The service also includes RMA service for defective hardware, with next business day hardware replacement.
 - 2.4.4.4. Tier 1 support includes the following:
 - 2.4.4.5. Receiving and logging the support call or email request
 - 2.4.4.6. Providing general product information
 - 2.4.4.7. Reviewing hardware and software configurations
 - 2.4.4.8. Answering general questions on upgrade support
 - 2.4.4.9. Collecting data relevant to the problem being experienced
 - 2.4.4.10. Determining the problem's severity level
 - 2.4.4.11. Performing initial troubleshooting and problem analysis

- 2.4.4.12. Provide basic support on the standard products, features and licensing issues
- 2.4.4.13. Opening a Service Request with Check Point's Technical Assistance Center (TAC) if the problem is identified as a known product issue, or is determined to be a Severity 1 issue
- 2.4.4.14. Escalation to Tier 2 support
- 2.4.4.15. Tier 2 support includes the following:
- 2.4.4.16. Performing detailed troubleshooting, diagnostics and problem analysis on hardware appliances and software
- 2.4.4.17. Research Check Point's published knowledge base of identified software bugs, known issues and best practices
- 2.4.4.18. Resolving the majority of misconfigurations
- 2.4.4.19. Attempting to simulate configuration and software problems
- 2.4.4.20. When permitted, remotely access the device for a detailed review of the configuration and / or log files
- 2.4.4.21. Opening a Service Request with Check Point's TAC if the problem is identified as a known issue, or if no satisfactory resolution is achieved
- 2.4.4.22. Facilitate appliance RMA processes with Check Point's TAC
- 2.4.4.23. Collaborative Premium Enterprise Support also includes direct Customer access to Check Point's Technical Assistance Center for Severity 1 issues which resulted from the supported appliance.
- 2.4.5. **Premium Collaborative Enterprise Support, 1 year:** Part Number: CPES-SS-PREMIUM
- 2.4.5.1. **Quantity: 1**
- 2.4.5.2. SmartEvent and SmartReporter blades managing up to 2 gateways
- 2.4.6. **Premium Collaborative Enterprise Support, 1 year:** Part Number: CPES-SS-PREMIUM-ADD-ACSP
- 2.4.6.1. **Quantity: 1**
- 2.4.6.2. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways
- 2.4.7. **Yearly 2 support costs**
 Primary Appliance: Next Generation Threat Extraction Package
 Secondary Appliance: Next Generation Threat Extraction Package
 Primary Appliance: Premium Collaborative Enterprise Support
 Secondary Appliance: Premium Collaborative Enterprise Support
 Premium Collaborative Enterprise Support for Smart-1 210 Appliance
 Premium SmartEvent and SmartReporter blades managing up to 2 gateways
- 2.4.8. **Yearly 3 support costs**
 Primary Appliance: Next Generation Threat Extraction Package
 Secondary Appliance: Next Generation Threat Extraction Package
 Primary Appliance: Premium Collaborative Enterprise Support
 Secondary Appliance: Premium Collaborative Enterprise Support
 Premium Collaborative Enterprise Support for Smart-1 210 Appliance
 Premium SmartEvent and SmartReporter blades managing up to 2 gateways
- 2.4.9. **Yearly 4 support costs**
 Primary Appliance: Next Generation Threat Extraction Package
 Secondary Appliance: Next Generation Threat Extraction Package
 Primary Appliance: Premium Collaborative Enterprise Support
 Secondary Appliance: Premium Collaborative Enterprise Support
 Premium Collaborative Enterprise Support for Smart-1 210 Appliance
 Premium SmartEvent and SmartReporter blades managing up to 2 gateways
- 2.4.10. **Yearly 5 support costs**
 Primary Appliance: Next Generation Threat Extraction Package
 Secondary Appliance: Next Generation Threat Extraction Package
 Primary Appliance: Premium Collaborative Enterprise Support
 Secondary Appliance: Premium Collaborative Enterprise Support
 Premium Collaborative Enterprise Support for Smart-1 210 Appliance

Premium SmartEvent and SmartReporter blades managing up to 2 gateways

- 2.5. **Designee** – Boone County Information Technology Department, Ryan Irish, Supervisor, Systems Analyst
- 2.5. **BID/CLARIFICATION CONTACT** – Melinda Bobbitt, CPPO, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: mbobbitt@boonecountymo.org.
- 2.6. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.
- 2.7. **DELIVERY** - FOB Destination - Delivery to the Boone County Information Technology Department located at 801 East Walnut, Room 220, Columbia, MO 65201. All deliveries shall be made FOB Destination 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, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in 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."
- 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 marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 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** - 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 Contractor 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 our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.5. **Sovereign Immunity**: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.5.6. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

- 3.5.7. **Deviations:** It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

4. **Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____
- 4.7. E-mail: _____

4.8. 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, FOB Destination, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

- 4.8.1. Authorized Representative (Sign By Hand):

- 4.8.2. Type or Print Signed Name:

- 4.8.3. Today's Date: _____

4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Part Number: CPAP-SG5800-NGTX-HPP 5800 Next Generation Threat Extraction Appliance - High Performance Package	2	\$	\$
4.9.2.	Part Number: CPAP-SM210 Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$	\$
4.9.3.	Part Number: CPSB-EVS-C200 SmartEvent and SmartReporter blades managing up to 2 gateways	1	\$	\$
4.9.4.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 5800 Appliance, 1 year	2	\$	\$
4.9.5.	Part Number: CPES-SS-PREMIUM Premium Collaborative Enterprise Support, 1 year. SmartEvent and SmartReporter blades managing up	1	\$	\$

	to 2 gateways			
4.9.6.	Part Number: CPES-SS-PREMIUM-ADD-ACSP Premium Collaborative Enterprise Support, 1 year. Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways	1	\$	\$
4.9.7.	TOTAL (4.8.1. – 4.8.6.)			\$
Future Years Support Cost				
4.9.8.	Year 2 Support Cost			\$
4.9.9.	Year 3 Support Cost			\$
4.9.10.	Year 4 Support Cost			\$
4.9.11.	Year 5 Support Cost			\$
4.9.12.	TOTAL (4.8.7. – 4.8.11.)			\$
	GRAND TOTAL (4.8.7. + 4.8.12.)			\$
4.10.	Please describe Warranty or attach: _____ _____ _____ _____			

4.11. 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

4.12. Delivery: _____ Days After Receipt of Purchase Order

4.13. Describe any deviations from bid specifications:



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Phone: (573) 886-4391 - Fax (573) 886-4390

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.
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.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 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

EXHIBIT A
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):

(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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list 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: 38-17JUN16 – Check Point Firewall

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



Company ID Number: 195181

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Enterprise Consulting Group** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 195181

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Enterprise Consulting Group

Mark Reed

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/04/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/04/2009

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

July

20

16

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

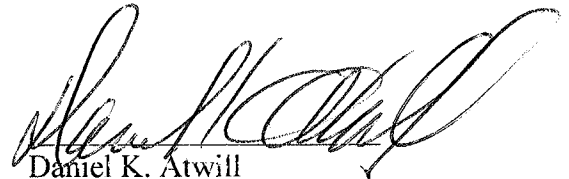
Now on this day the County Commission of the County of Boone does hereby approve the attached Animal Control Enforcement Cooperative Agreement between Boone County and the Town of Harrisburg.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Animal Control Enforcement Cooperative Agreement.

Done this 21st day of July, 2016.

ATTEST:

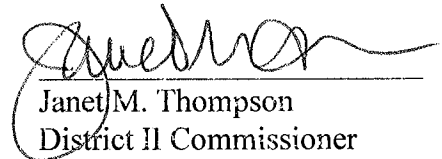
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

Animal Control Enforcement Cooperative Agreement

THIS AGREEMENT is entered into this 21ST day of July, 2016, by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein "County") and the **Town of Harrisburg**, a municipal corporation within the County of Boone, State of Missouri (herein "City");

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City petitioned the County Commission to have the areas within City's incorporated boundaries be considered an "urban service area" under the County's Animal Control Regulations, which was approved in **Commission Order 12-1994**, and

WHEREAS, County, by and through the City/County Health Department, keeps records of calls for service and is able to provide an accounting to City of calls for service and the costs incurred by County in providing said services; and

WHEREAS, County desires to treat all incorporated municipalities which receive animal control services in a similar manner; and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. **County Agreements.**

- a. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

2. **City Agreements.**

- a. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.
- b. For the term of this contract, May 1, 2016 through April 30, 2017, City agrees to pay County the sum of **Five Hundred Forty One Dollars and Seventy Five Cents (\$541.75)** for services rendered herein, to be paid upon execution of the Agreement. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond April 30, 2017, they will enter into a new, written agreement and the cost will be those costs reflected in the service calls for the prior calendar year.
- c. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

3. **General Provisions.**


- a. This agreement shall not be assignable or otherwise transferable except upon

mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

- b. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.
- c. By signing below, the signatories indicate they have obtained the necessary authority by ordinance, resolution, order, or otherwise to bind their respective party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

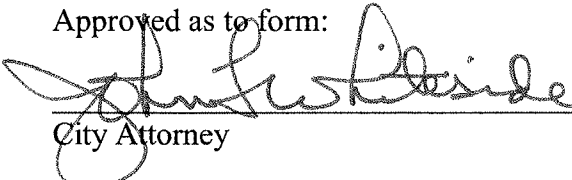
TOWN OF HARRISBURG:

By: 
Mayor/Chairperson

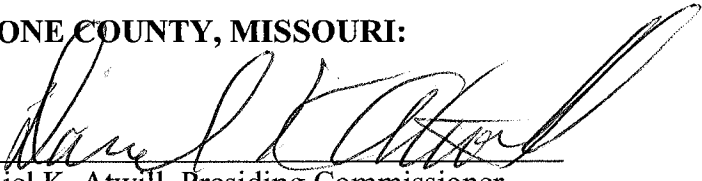
ATTEST:


City Clerk

Approved as to form:


City Attorney

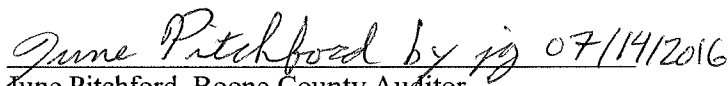
BOONE COUNTY, MISSOURI:

By: 
Daniel K. Atwill, Presiding Commissioner

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR ACKNOWLEDGEMENT
FOR BUDGET PURPOSES:


June Pitchford, Boone County Auditor
Revenue Only - Acct# 1730-3528

Approved as to form:

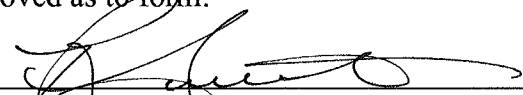
by: 
C.J. Dykhouse, County Counselor

Exhibit A

Columbia/Boone County Health Department Animal Control Enforcement Cooperative Agreement Anticipated Level of Service

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

July Session of the July Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

21st

day of

July

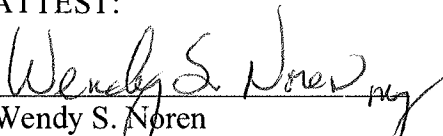
20 16

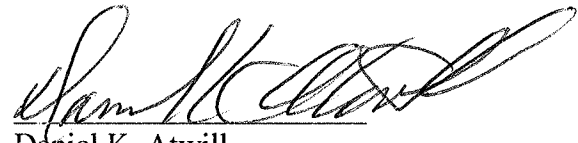
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 28, 2016, at 3:30 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 21st day of July, 2016.

ATTEST:

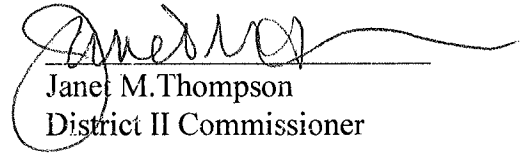

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

21st

day of

July

20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Baha'i Faith Community for August 19, 2016 from 6:30 p.m. to 9:30 p.m.

Done this 21st day of July, 2016.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Baha'i Faith Community

Address: 205 Blue Sky Ct

City: Columbia State: MO ZIP Code 65203

Phone: 573 445 6853 Website: www.columbiamobahai.org

Individual Requesting Use: Farah Nieuwenhuizen and Rachel Willenberg Position in Organization:
Secretary, and assistant

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: celebrating the nineteen-day feast.

Description of Use (ex. Speaker, meeting, reception): Baha'i community gathering, reception

Date(s) of Use: Friday, August 19, 2016

Start Time of Setup: 6:30 pm AM/PM Start Time of Event: 7:00 pm
AM/PM

End Time of Event: 9:00 pm AM/PM End Time of Cleanup: 9:30pm
AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Rachel Willenberg, Secretary

Phone Number: 573-445-6853 cell 573-673-1626 Date of Application: 7/18/16

Email Address: rachelwillenberg@hotmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Noerenberg
County Clerk
DATE: 7-21-16

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner