

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

November

20 18

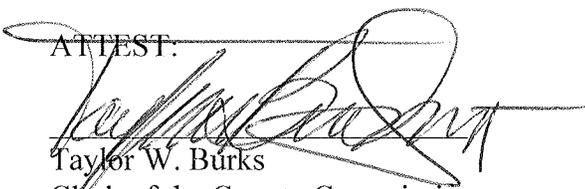
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 45-18OCT18 – Renovation of Juror Seats in the Ceremonial Courtroom to Marathon Building Environments, Inc. of Columbia, Missouri.

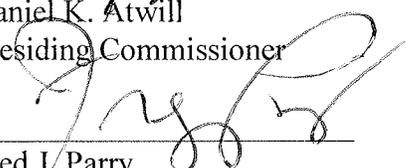
Terms of the award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

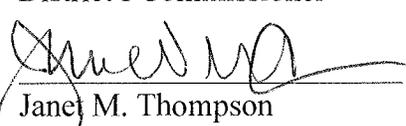
Done this 8th day of November, 2018.

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

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash St. Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 25, 2018
RE: RFP Award Recommendation: *45-18OCT18 – Renovation of Juror Seats in the Ceremonial Courtroom*

The Request for Proposal for *45-18OCT18 – Renovation of Juror Seats in the Ceremonial Courtroom* closed on October 18, 2018. One proposal responses was received.

The evaluation committee consisted of the following:

Mary Epping, Court Administrator
Cindy Garrett, Assistant Court Administrator
Judge Jodie Asel

The evaluation committee recommends award to Marathon Building Environments, Inc. of Columbia, Missouri for offering the lowest and best proposal for the renovation work.

Total cost of contract is \$9,909.00 and will be paid from departments 1230 – Jury Services & Court Costs and 2850 – Administration of Justice, account 92100 – Replacement Furniture & Fixtures. \$13,165 was budgeted in each department.

cc: Proposal File
Mary Epping, Court Administrator

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Marathon Building Environments, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 45-18OCT18
Renovation of Juror Seats in Ceremonial Courtroom
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid document.

	<u>Quantity</u>	<u>Each</u>	<u>Total</u>
Renovation of Upholstered Chairs	14	\$521.00	\$7,294.00
Installation of Upholstered Chairs			\$600.00
Renovation of Wooden Chairs and Cushions Seats	14	\$135.00	\$1,890.00
Installation of Wooden Chairs and Cushion Seats			\$125.00
TOTAL			\$9,909.00

Contractor agrees to begin project within 15 days after receipt of Purchase Order and Notice to Proceed.
Contractor agrees to complete the project within 42 calendar days after start date.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement and **MUST** be in writing and pre-approved by the County.

- Instructions and General Conditions
- Introduction and General Information
- Scope of Services
- Contract Terms and Conditions for Awarded Contractor
- Proposal Submission Information
- Response / Pricing Page
- Bidder's Acknowledgment
- Debarment Certification
- Work Authorization Certification
- Statement of Bidder's Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Standard Terms and Conditions
- Affidavit of Compliance with OSHA

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Project Manager under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or



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: Marathon Building ENVIRONMENTS

Address: 1715 Paris Rd

Columbia MD 21046

Telephone: 573-875-7115 Fax: 573-875-7116

Federal Tax ID (or Social Security #): 43-1461337

Print Name: Frank Sovich Title: VP

Signature: [Handwritten Signature] Date: 10-17-18

E-Mail Address: fsovich@marathonbe.com

6.1. Pricing

Item #	Description	Price
6.1.1.	Renovation of 14 upholstered chairs	\$ 521 ⁰⁰ 7294⁰⁰
	<i>install</i>	<i>600⁰⁰</i>
6.1.2.	Renovation of 14 wooden chairs and cushion seat	\$135 ⁰⁰ 1890⁰⁰
	<i>NO refinishing necessary</i> <i>install</i>	<i>185⁰⁰</i>
6.1.3.	GRAND TOTAL (6.1.1. + 6.1.2.)	\$ <u>9909</u>

6.2. Project shall begin _____ calendar days after receipt of Purchase Order and Notice to Proceed.

once fabric is received from manufacturer

6.3. Project shall be completed within _____ calendar days after start date.

*60 days 7 at a time for the fully upholstered chairs
7 cushions at a time for the other chairs*

6.4. List all Sub-Contractors that will be utilized on this project:

Refurniture - St Louis Missouri

6.5. Describe warranty on equipment and labor (or attach description):

We will warranty the fabric for 2 years

6.6. List any deviations to the required specifications/scope of work:

6.7. Describe in detail work that will be done to juror chairs:

The 14 upholstered chairs will be transported to STL, Mo. where the wood frames will be refinished and the fabric replaced. We will have them try to get rid of all of the squeaking of the mechanisms. Foam will be added where necessary. The 14 pads will be remade with new foam + fabric + a snap.

6.8. 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 and responses to request for clarification, if any. Provide the following:

Name: Mark Wappel

Organization: Marathon Building Environments

Address: 1715 Paris Rd

E-mail: MWappel@marathonbe.com

Phone Number: 573-875-7115

Fax: 573-875-7116

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of BOONE

On this 17 day of October, 20 18

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

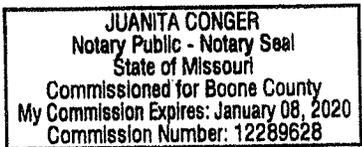
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

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

Witness my hand and seal at MARATHON BUILDING ENVIRONMENTS the day and year first above written.



(SEAL) Juanita Conger Notary Public

My Commission expires 1-8, 20 20.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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

(Please complete and return with Proposal Response)

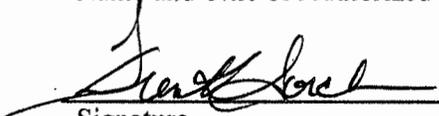
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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.

Frank Sovich Marathon Building Environments - VP
Name and Title of Authorized Representative


Signature

10-17-18
Date

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

County of Boone)
State of Missouri)SS.
)

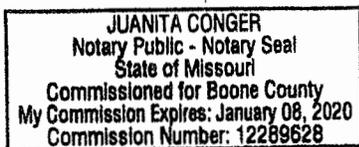
My name is Frank Sovich. I am an authorized agent of Marathon Building Environments (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person 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 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.

[Signature] 10-17-18
Affiant Date

Frank Sovich
Printed Name

Subscribed and sworn to before me this 17th day of October, 2018.



[Signature]
Notary Public

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.

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

State of Missouri)
)SS.
County of Boone)

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.

16-17-18
Date

Frank Sovich
Signature

43-1461337
Social Security Number
or Other Federal I.D. Number

Frank Sovich
Printed Name

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

Juanita Conger
Notary Public

My Commission Expires:
1-8-20

JUANITA CONGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: January 08, 2020
Commission Number: 12289628

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

STATEMENT OF OFFEROR'S QUALIFICATIONS

(File with Response Form)

1. Number of years in business: 30+ If not under present firm name, list previous firm names and types of organizations.

Marathon Office Interiors

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
<u>N/A</u>		

3. General type of product sold and manufactured:

Commercial Furnishings

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: 0
(b) Description of defaulted contracts and reason therefore:

5. List banking references:

Providence Bank - Columbia, MD

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes X No _____

Dated at 10-17-18 Marathon Building ENVIRONMENTS
this 17 day of October, 20 18.

Marathon Building ENVIRONMENTS
Name of Organization(s)

By [Signature]
(Signature)

VP
(Title of person signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Frank Sovich, being first duly sworn, deposes and

says that he is VP
(Title of Person Signing)

of Marathon Building ENVIRONMENTS
(Name of Bidder)

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

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

By Frank Sovich

By _____

By _____

Sworn to before me this 17th day of October, 20 18

Juanita Conger
Notary Public

My Commission Expires 1-8-20

JUANITA CONGER
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: January 08, 2020
Commission Number: 12289628

SIGNATURE AND IDENTITY OF OFFEROR

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

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

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

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

Marathon Building ENVIRONMENTS
 (If a corporation - show its name above)

1715 Paris Rd
COLUMBIA, MO 65201

ATTEST:

[Signature]
 (Secretary)

VP
 (Title)

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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

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

"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: 45-18OCT18 – Renovation of Juror Seats in Ceremonial Courtroom

Business Name: _____

Address: _____

N/A

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR RENOVATION OF JUROR SEATS IN CEREMONIAL COURTROOM

RFP #45-18OCT18
Release Date: September 18, 2018

PRE-PROPOSAL CONFERENCE:
September 25, 2018
1:00 p.m. Central Time
Location: Boone County Courthouse
Ceremonial Courtroom
705 E. Walnut Street
Columbia, MO 65201

Submittal Deadline:
October 18, 2018
not later than 1:30 P.M. central time

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

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



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 45-18OCT18 – Renovation of Juror Seats in Ceremonial Courtroom

Sealed proposals will be accepted until **1:30 p.m. on October 18, 2018**, in the Boone County Purchasing Office, Boone County Annex Building, 613 E. Ash Street, Room 113, Columbia, MO 65201.

A pre-proposal has been scheduled for September 25, 2018, at 1:00 P.M. at the Boone County Courthouse, Ceremonial Courtroom, 705 E. Walnut Street, Columbia, MO. Offerors are **strongly encouraged** to attend this conference.

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

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

Robert Wilson, Buyer

Insertion: September 19, 2018
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 Thursday, October 18, 2018, to:**

Boone County Purchasing Department
Robert Wilson, Buyer
613 E. Ash Street, Room 113
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original and two (2) copies of the proposal (total of three [3]), plus an electronic copy of the original proposal on a thumb drive (USB memory stick). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests them.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. 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 as set forth herein for:
45-18OCT18 – Renovation of Juror Seats in the Ceremonial Courtroom of the Boone County Courthouse
- 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) Bidder's Acknowledgment
 - 8) Instructions for Compliance with House Bill 1549
 - a. Work Authorization Certification
 - b. Individual Affidavit
 - c. Certification of Individual Bidder
 - 9) Signature and Identity of Offeror
 - 10) Debarment Certification
 - 11) Standard Terms and Conditions
 - 12) Statement of Offeror's Qualifications
 - 13) Anti-Collusion Statement
 - 14) Affidavit of Compliance with OSHA (only returned by awarded Contractor at project completion)
 - 15) "No Bid" Response Form

2.2. Pre-Proposal Conference

- 2.2.1. To assist interested Offerors in preparing a thorough proposal, a pre-proposal conference has been scheduled for **September 25, 2018 at 1:00 p.m.** in the Ceremonial Courtroom in the Boone County Courthouse, 705 E. Walnut Street, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the proposal and for vendors to view the juror seating.
- 2.2.2. All potential Offerors are **strongly encouraged** to attend this conference in order to ask questions and provide comment on the Request for Proposal. **Attendance of a pre-proposal conference is mandatory to submit a response.** Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

- 2.2.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.3. Guideline for Written Questions:

- 2.3.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Friday, October 12, 2018**. All questions must be mailed, faxed or e-mailed to the attention of Robert Wilson, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Robert Wilson
Buyer
613 E. Ash Street, Room 113
Columbia, Missouri 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: rwilson@boonecountymo.org

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

2.4. Owner's Tax Exemption Status

The Owner of this project, County of Boone, is a sales tax-exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax-exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

- 2.5. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.5.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000 each employee, \$500,000 each accident, and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to 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.**
- 2.5.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.5.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.5.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

2.6.1. **Criminal Background Check** - Boone County reserves the right to approve individuals who will be working on this project. Individual employees will be expected to execute appropriate releases to authorize criminal background checks. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, shall not be permitted to work on the project.

2.7. **Billing and Payment:** All invoices must be submitted to **Boone County Court Administration** as outlined in paragraph 2.8. Payment will be made within 30 days after receipt of a correct and valid invoice following completion and acceptance of project. Purchase Order or contract number should appear on invoice.

2.8.1 **Designee:** Invoices to Boone County Court Administration, Attention Cindy Garrett, 705 E. Walnut, Columbia, MO 65201

2.9. **Proposed Solicitation/Award Schedule (these are approximate dates):**

2.9.1.	September 18, 2018	Release of RFP
2.9.2.	September 19, 2018	Advertisement of RFP
2.9.3.	September 25, 2018, 1:00 p.m.	Pre-Proposal Conference
2.9.3.	October 12, 2018, 5:00 p.m.	Deadline for submitting questions
2.9.4.	October 18, 2018, 1:30 p.m.	Proposal due date and time
2.9.5.	October 22 - 30, 2018	RFP Evaluation
2.9.6.	November 1, 2018	Contract Award
2.9.7.	On or about November 12, 2018	Notice to Proceed



3. SCOPE OF SERVICES

3.1. Overview with Scope of Service:

The 13th Judicial Circuit of Missouri serves Boone and Callaway Counties. This project is to renovate fourteen (14) upholstered juror chairs and fourteen (14) wooden juror chairs with cushion seats attached located in the Ceremonial Courtroom of the Boone County Courthouse.

3.2. Scope of Services:

Refurbish fourteen (14) chairs and fourteen (14) seat cushions. Repair chair structure as needed. Including at a minimum repairing the spring mechanisms of chairs attached to the floor, replacing any padding, and refinishing each frame to match.

3.2.1. Fabric:

Charlotte Fabric, Crypton Home: #8403 Coastal. 54" Width. Estimated 50 yards needed.

3.2.2. Chair Dimensions:

Seat: 30" x 29"

Back: 24" x 24"

3.3. Warranty and Guarantee:

Offerors shall submit with their proposal response a complete description of any and all warranties offered as part of the resulting contract. At a minimum, Offerors agree to the following:

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

3.4. Correction or Removal of Defective Work

If required by County Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by County Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

3.4.1. **One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

3.5. **Delivery and Installation:** Firm renovation schedule is essential in the performance of the contract to be awarded hereunder. Offerors shall set forth in their proposal the number of days in which renovation will be fully complete in strict accordance with the specifications on the Response/Pricing Page. A timely renovation schedule shall be stated on the Response Page. Note: Contractor shall not begin work prior to scheduling with **Court Administration** and receipt of a purchase order.

3.6. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

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

3.7.1. **OSHA PROGRAM REQUIREMENTS**

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

3.7.2. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program.

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

3.8. Overhead Power Line Safety Act: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

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

3.10. Subcontractors, Suppliers and Others

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- 3.11. It is to be clearly understood that the Boone County Courthouse is a "Smoke-Free Environment" and an "Alcohol-Free Facility." As such, smoking and consumption of alcoholic beverages is PROHIBITED on this project. Any employees of any contractor or subcontractor who does not adhere to Boone County's policies which prohibit the use of tobacco and alcoholic beverages in their facilities will be escorted off the jobsite and may not return. The contractor or subcontractor who the employee is employed will be notified. Further violations could result in the termination of this Contract.
- 3.12. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.
- 3.13. **Discharge of Employees:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.
- 3.14. **Accident Prevention:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.
- 3.15. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for cleanup, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.
- 3.16. If the Contractor should find it necessary to work hours other than 8:00 a.m. to 5:00 p.m. on Monday through Friday, the Contractor must notify the Court Representative at least 24 hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the Court Representative.

- 3.17. Report all accidents regardless of how minor to Court Representative. Provide detailed incident report for those requiring off site medical treatment.
- 3.18. Contractor to coordinate all applicable permit inspections as required for the activities included in this work package.
- 3.19. It is to be understood that the Courthouse will be in operation during the implementation. Contractor(s) are to provide a "sequencing plan" to ensure that no disruption of existing service occurs.
- 3.20. Identification badges may be issued by the County to all contractor personnel. These badges must be worn at ALL times by contractor personnel to access the work areas and while on the premises.
- 3.21. The Courthouse may be accessed through the front door from 8:00 a.m. to 5:00 p.m. on the scheduled workday for contract personnel and their containers, equipment and tools. The Courthouse personnel may inspect all containers, equipment and tools that enter the Courthouse.



CONTRACT TERMS AND CONDITIONS

- 4.1. The successful Offeror shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.2. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
 - 4.2.1. Due to a material breach of any term or condition of this agreement.
 - 4.2.2. If in the opinion of Boone County, deliveries of products / services are delayed or products / services delivered are not in conformity with the contract documents.
 - 4.2.3. If appropriations are not made available and budgeted for in any calendar year.
 - 4.2.4. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. Offerors must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.6. Award will be made by written notification from the Purchasing Director. 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 services and to perform the project 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 services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within this quoted price. The county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- 4.9. 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 Director.
- 4.10. Contractor shall provide and install equipment that meets or exceeds the specifications contained in this RFP.
- 4.11. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 4.12. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.
- 4.13. **Extra and/or Additional Work and Changes:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 4.14. **Patents:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 4.15. **Assignment of Contract:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

“It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.”

- 4.16. Legal Requirements:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.
- 4.17. Equal Opportunity:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all Offerors submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 4.18. Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

- 4.19.** If a contradiction in the contract documents occurs, the more expensive interpretation shall prevail and be inclusive in that respective contractor's proposal response.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, Offerors should include the one (1) original and two (2) copies of the proposal for a total of three (3), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. Offerors shall submit the proposal to:

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

b. The proposals must be delivered no later than 1:30 p.m. on October 18, 2018. Proposals will not be accepted after this date and time.

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

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

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

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

5.1.1.3. Offerors are 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. Offerors' 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:** Offerors are advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

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

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

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County 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 Offerors 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. Offerors should provide the following information related to previous and current services/contracts performed by the Offeror's organization (minimum of five references) and any proposed subcontractors for a renovation project. At a minimum, the Offeror shall include:
 - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the renovation project; and
 - c. A brief, written description of the renovation project and services performed and requirements thereof.
- 5.1.4.3. Offerors 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. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 5.1.4.5. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 5.1.4.6. The method by which the proposed method of performance is written in response to 3.2 – Scope of Services will be left to the discretion of the Offeror. However, Offerors 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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

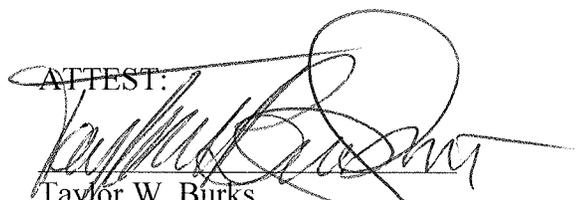
Term. 20 18

In the County Commission of said county, on the 8th day of November 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve the 2019 Fostering Court Improvement JCIP Sub-grant application from the 13th Judicial Circuit Court.

Done this 8th day of November, 2018.

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

Fostering Court Improvement JCIP Sub-grant: Local Court Enhancements (FY19)

The Fostering Court Improvement sites are measured on pre-determined outcomes including permanency, timeliness, and child safety measures. In addition, the Children's Division Quality Assurance Specialists provide child welfare data to the local project sites. Strategies are then developed to address areas of deficiency which are identified in the outcome measurements. Funding is available **up to \$1,000** for each of the project sites to assist them in their ability to implement strategies to improve services and outcomes for children and families. Each site will be required to submit a funding request on this form, along with budgets and justification, for their request in terms of the child welfare goals they hope to achieve and how the funding will support such. Reimbursement would be made in accordance with approved budgets, within OSCA Financial Guidelines, after costs have been incurred.

Budget Request

1. Please break down your funding request:

Budget Line Item	Approximate Cost	Budget Line Item	Approximate Cost
a. Lunches for FCI/contract attorney meetings.	\$1000	e.	
b.		f.	
c.		g.	
d.		h.	

2. Total Budget Request \$

3. Specific County to be reimbursed:

Justification (attach additional sheets, if necessary)

1. How will this funding enhance your courts ability to meet outcomes for children and families?

Our FCI meetings are held right after a general docket, so we are able to ensure a higher attendance. We use the FCI enhancement grant in order to pay for lunches at our quarterly FCI/contract attorney meetings. Not only does this help ensure a higher rate of attendance, we are able to spend time collaborating while eating lunch. A higher attendance rate from contract attorneys also helps us have more team members for sub-groups.

2. Provide a timeline and description of how the funding will be used.

(Funding must be spent prior to September 30, 2019 and OSCA must be billed prior to October 11, 2019.)

Joint FCI/contract attorney meetings will be held December 2018, March 2019, June 2019, and September 2019.

For OSCA Internal Use Only

	Yes	No
1. Does this request fall within the scope of the Fostering Court Improvement Program?		
2. Does this request meet the requirements of the DHHS-ACF requirements for uses of these grant funds?		
3. Is it clear that funding will be expended by September 30, 2019 and billed to OSCA before October 11, 2019?		
4. Are there any special terms or conditions attached to this award?		

Authorization (please both sign and print your name)

Circuit	Signature -- Presiding Judge	Date
OSCA	Deputy State Courts Administrator	Date

Return to:

Office of State Courts Administrator, Contracts Section
osca.contracts@courts.mo.gov

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 18

County of Boone

} ca.

In the County Commission of said county, on the

8th

day of

November

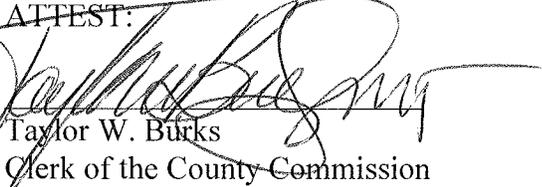
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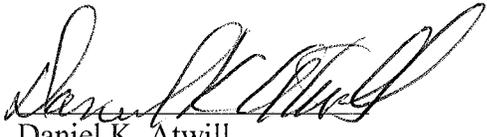
the following, among other proceedings, were had, viz:

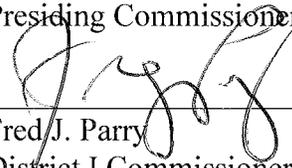
Now on this day the County Commission of the County of Boone does hereby approve the request by the Information Technology Department for Administrative Authority to purchase Laptop Computers, Personal Computers, Peripherals, and Printers from Cooperative Contracts for FY2019 as described in the attached memorandum.

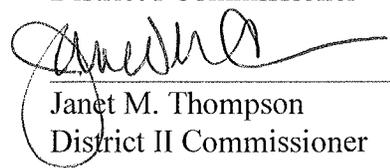
Done this 8th day of November, 2018.

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



BOONE COUNTY

Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: November 8th, 2018

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish

SUBJECT: Administrative Authority to Purchase Laptop Computers, Personal Computers, Peripherals and Printers from Cooperative Contracts for FY2019

The purpose of this request is to seek administrative authority for the Information Technology Department to purchase personal computers, laptop computers, computer peripherals and printers from cooperative contracts for the fiscal year 2019. The department's authority expires 12/31/18. Samples of cooperative contracts include the State's CDW-G (Computer Discount Warehouse-Government), NACo (National Association of Counties) and NASPO ValuePoint. This type of request has been made and approved for each of the past 17 years. In addition, I am requesting administrative authority to use the "Unanticipated Emergency Hardware" funding (1170-92301) to replace existing assets which fail and are not cost effective to repair. This authority would only cover personal computers, laptop computers, computer peripherals and printers with a replacement cost below \$1,400. This would allow for less downtime for our users and reduce the number of "spare" items needed to be kept as backup equipment.

Additionally, for FY2019, I am requesting administrative authority to purchase new assets, as needed, where the item's total purchase price is \$500.00 or less. This would include any annual operating cost or licensing cost. Monitors would be the best example of this need. Currently, requests for additional monitors must come before the Commission for approval.

Following are excerpts from past commission minutes:

Commissioner Miller stated ... that the department is requesting the ability of the department to purchase these products from State contract, in an as needed basis. This is efficient and is cost effective for the County. There are three cooperative contracts, two are national, and the other is state. The Purchasing Department is in agreement that this is the best way for the County to go.

Commissioner Elkin stated he spoke with Melinda Bobbitt about this and she told him that there could be up to two hundred bids, from across the nation, for these items.

Commissioner Miller stated it is hard to know if someone has the support to be able to fulfill the bid. Many times John Patton, County Counsel, has had to help the County get out of contracts because people were not able to meet the contract that was signed. This is the best solution as fast as technology moves.

Commissioner Miller moved to approve the request from the Information Technology Department for Administrative Authority to purchase laptop computers, personal computers, peripherals and printers from cooperative contracts for the fiscal year 2002.

Commissioner Elkin seconded the motion. There was no discussion or public comment. The motion passed 2-0."

The same reasons still apply for the need to have this Administrative Authority granted for FY2018.

Thank you for your consideration.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the

8th

day of

November

20 18

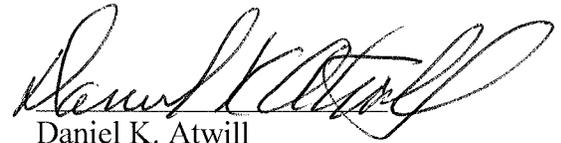
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Assets Purchase Request by the Information Technology Department for a 2nd Monitor for PA Child Support PCs as described in the attached memorandum.

Done this 8th day of November, 2018.

ATTEST:

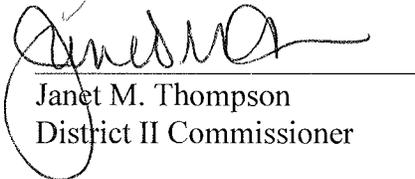

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



BOONE COUNTY
Department of Information Technology
ROGER B. WILSON GOVERNMENT CENTER
801 E. Walnut, Room 221
Columbia, MO 65201-4890
573-886-4319

Aron Gish

Director

DATE: November 2, 2018

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Aron Gish

SUBJECT: Assets Purchase Request – 2nd Monitor for PA Child Support PCs

IT has received a request from the Boone County Child Support Office to purchase a second monitor for the Child Support three employees' PCs. The cost of these new monitors is \$560.19. The PCs can run a 2nd monitor with no additional cost.

Since these PCs are the primary PCs for the Boone County Child Support employees and dual monitors have become standard for most positions with heavy computer use, I would request to move forward to purchase a 2nd monitor for these three PCs.

Boone County Child Support Office has identified cost savings within their budget and have confirmed that this expense will be reimbursed as part of the State's funding of this office. This purchase should be coded to 1263-91300.

CC: Trudy Fisher
CC: Caryn Ginter

QUOTE CONFIRMATION



DEAR TRUDY FISHER,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KFPG361	11/2/2018	BOONE082918	8935081	\$560.19

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteDisplay E233 - LED monitor - Full HD (1080p) - 23" - Smart Buy Mfg. Part#: 1FH46A8#ABA UNSPSC: 43211902 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	3	4754882	\$186.73	\$560.19

PURCHASER BILLING INFO		SUBTOTAL	\$560.19
Billing Address: BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 Phone: (573) 886-4315 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$560.19
		DELIVER TO Shipping Address: BOONE COUNTY IT DEPT 801 E WALNUT ST RM 220 COLUMBIA, MO 65201-4890 Phone: (573) 886-4315 Shipping Method: UPS Ground (2- 3 Day)	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Tom Doherty	(866) 626-8514 tomdohe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/termsandconditions/product-sites.asp>
 For more information, contact a CDW account manager
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of November 20 18

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

Now on this day the County Commission of the County of Boone does hereby approve 2019 Missouri Emergency Response Commission HMEP training request application for the Boone County Local Emergency Preparedness Committee (LEPC).

It is further ordered the Presiding Commissioner is hereby authorized to sign training request application.

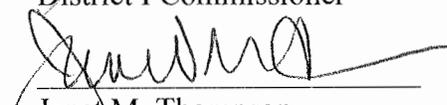
Done this 8th day of November, 2018.

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



BOONE COUNTY
Office of Emergency Management

2145 County Drive
Columbia, MO 65202
573-554-7908

Tom Hurley

Deputy Director

DATE: November 5, 2018, 2018

TO: Dan Atwill, Presiding Commissioner
Fred Parry, District I Commissioner
Janet Thompson, District II Commissioner

FROM: Tom Hurley, Emergency Management Deputy Director

SUBJECT: Application for HMEP Training for LEPC

Enclosed is the 2019 Missouri Emergency Response Commission (HMAP) training request application for Boone County LEPC.



MISSOURI EMERGENCY RESPONSE COMMISSION

2019 HMEP Training Request

Due Date: November 16, 2018

LEPC/LEPD Name: Boone County, Mo.

Date: November 1, 2018

Address: 2145 County Drive

LEPC/LEPD Contact: Adam Burks

City: Columbia, Mo.

Email: Admin@Bcmolepc.org

Phone: (573) 554-7900

If LEPD – Submitting for what county? Non applicable

Adam Burks

LEPC Chairperson (type or print)

LEPC Chairperson Signature

Paul Kirchhoff

MERC Director (type or print)

MERC Director (signature)

Josh Creamer, Boone County Fire Dist.

Hazmat Chief (type or print)

Hazmat Chief Signature (listed in plan)

Jerry Jenkins, Columbia Fire Department

Hazmat chief 2 (type or print)

Hazmat Chief Signature (listed in plan)

County Name (one county per form):

Boone

Daniel K. Atwill

County Commissioner (type or print)

County Commissioner Signature

Thirty day extensions are available. Please make your request, in writing, prior to November 16, 2018. Once all training requests are received, the MERC will determine which courses will be provided.

The MERC Training Coordinator will notify the LEPC Chair and will assist each recipient with scheduling courses per their needs. Please be sure you have visited with your designated point of contact regarding this course request prior to submitting. Please be sure that the location meets the requirements stated in the course description.

Please return this form to Lisa Jobe, PO Box 3133, Jefferson City, MO 65102 or lisa.jobe@sema.dps.mo.gov. Once received, you will receive a confirmation email (if you have provided a valid email above).

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

November Session of the October Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 8th day of November 20 18

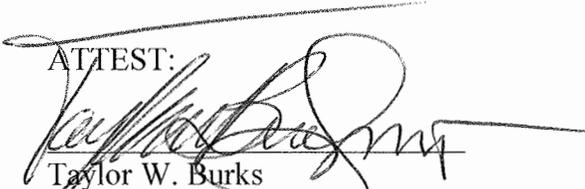
the following, among other proceedings, were had, viz:

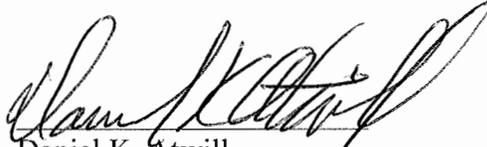
Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the Homeland Security Grant Program Equipment from the Office of Emergency Management.

It is further ordered the Presiding Commissioner is hereby authorized to sign the attached Subaward Agreement.

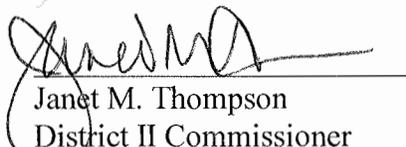
Done this 8th day of November, 2018.

ATTEST:

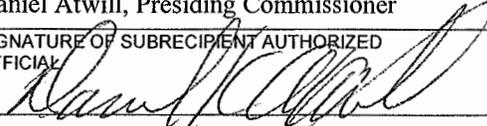

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

SUBAWARD AGREEMENT

		DATE 03/19/2018	
		FEDERAL IDENTIFICATION NUMBER EMW-2016-SS-0049	OHS CONTROL NUMBER 013-E
SUBRECIPIENT NAME Boone County Emergency Management Agency		DUNS NUMBER 071989024	
ADDRESS 2145 County Drive			
CITY Columbia		STATE MO	ZIP CODE 65202
TOTAL AMOUNT OF THE FEDERAL AWARD \$35,155.23		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$35,155.23	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$35,155.23		TOTAL APPROVED COST SHARING OR MATCHING \$35,155.23	
PROJECT PERIOD FROM \$35,155.23	PROJECT PERIOD TO \$35,155.23	FEDERAL AWARD DATE 07/28/2016	
PROJECT TITLE IST Trailer Sustainment/Upgrade		FUNDED BY SHSP	
FEDERAL AWARDDING AGENCY FEMA	PASS THROUGH ENTITY MO Dept Public Safety/ Mid-MO RPV	IS THIS AWARD R&D NO	INDIRECT COST RATE NO
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97-067		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME David Bock		NAME Tom Hurley	
E-MAIL ADDRESS davidbock@midmorpc.org		ADDRESS (if different from above)	
TELEPHONE 5736579779		CITY, STATE AND ZIP CODE	
AWARDDING OFFICER David Bock		TELEPHONE 573-886-7225	E-MAIL ADDRESS thurley@boonecountymo.org
SUMMARY DESCRIPTION OF PROJECT IST Contents upgrades: GIS workstations, Laptops, mobile battery backups, Satellite phone			
(Your Agency Name) APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF OHS OFFICIAL David Bock, Executive Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Daniel Atwill, Presiding Commissioner	
SIGNATURE OF APPROVING OHS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL 	DATE 11.8.18
<p>THIS GRANT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS GRANT AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</p>			



BOONE COUNTY
Office Of Emergency Management
2145 County Drive
Columbia, MO 65202
573-554-7908

Tom Hurley

Deputy Director

MEMORANDUM

DATE: October 30, 2018

TO: Dan K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, District II Commissioner

FROM: Tom Hurley, Deputy Director

SUBJECT: Acceptance of Homeland Security Grant Program Equipment

Boone County Emergency Management has been awarded ten laptops, two GIS laptops, mobile battery backup equipment and a satellite phone the Homeland Security Grant Program (HSGP) administered by Mid-Missouri Regional Planning. All equipment will be utilized as part of the Regional Incident Support Team unit housed at our office. The total dollar amount of these funds is \$35,155.23. No County funds were expended to procure these resources, and no future funds are expected to be utilized for any replacements.

Funds utilized for these items were provided by the State of Missouri Office of Homeland Security by way of grant funds awarded in 2016, however, these items were included in our 2018 application. Funds that were not utilized prior to the conclusion of this grant were made available for projects across the state that could be completed without delay. After a peer review process this project was found to meet the operational goals of the Regional Homeland Security Oversight Committee (RHSOC) and the operational needs of the Office of Homeland Security.

Acceptance of these resources does align with operational needs within Boone County as well as the entire region. In addition, Boone County may utilize these resources as needed during a large incident or event, thus increasing local capacity while being prudent with County funds. The acceptance of these resources is wholly supported by our office and the application was approved by Commission in May 2018.

AWARD NUMBER

DATE

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

TABLE OF CONTENTS

- Article I Summary Description of Award
- Article II Buy American and Hire American
- Article III Procurement of Recovered Materials
- Article IV Whistleblower Protection Act
- Article V Use of DHS Seal, Logo and Flags
- Article VI USA Patriot Act of 2001
- Article VII Universal Identifier and System of Award Management (SAM)
- Article VIII Reporting of Matters Related to Recipient Integrity and Performance
- Article IX Rehabilitation Act of 1973
- Article X Trafficking Victims Protection Act of 2000
- Article XI Terrorist Financing
- Article XII SAFECOM
- Article XIII Reporting Subawards and Executive Compensation
- Article XIV Debarment and Suspension
- Article XV Copyright
- Article XVI Civil Rights Act of 1964 – Title VI
- Article XVII Best Practices for Collection and Use of Personally Identifiable Information (PII)
- Article XVIII Americans with Disabilities Act of 1990
- Article XIX Age Discrimination Act of 1975
- Article XX Activities Conducted Abroad
- Article XXI Acknowledgement of Federal Funding from DHS
- Article XXII Assurances, Administrative Requirements, Cost Principles and Audit Requirements
- Article XXIII Patents and Intellectual Property Rights
- Article XXIV Notice of Funding Opportunity Requirements
- Article XXV Non-supplanting Requirement
- Article XXVI Nondiscrimination in Matters Pertaining to Faith-Based Organizations
- Article XXVII National Environmental Policy Act
- Article XXVIII Lobbying Prohibitions
- Article XXIX Limited English Proficiency (Civil Rights Act of 1964, Title VI)
- Article XXX Hotel and Motel Fire Safety Act of 1990
- Article XXXI Fly America Act of 1974
- Article XXXII Federal Leadership on Reducing Text Messaging while Driving
- Article XXXIII Federal Debt Status
- Article XXXIV False Claims Act and Program Fraud Civil Remedies
- Article XXXV Energy Policy and Conservation Act
- Article XXXVI Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
- Article XXXVII Duplication of Benefits
- Article XXXVIII Drug-Free Workplace Regulations
- Article XXXIX Civil Rights Act of 1968
- Article XL DHS Specific Acknowledgements and Assurances
- Article XLI Office of Homeland Security, Specific
- Article XLII Special Conditions

AWARD NUMBER	DATE
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article I – Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – Buy American Hire American

All subrecipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

Article III – Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.,

Article IV Whistleblower Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article V Use of DHS Seal, Logo and Flags

All subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VII – Universal Identifier and System of Award Management (SAM)

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII – Reporting of Matters Related to Recipient Integrity and Performance

SUBAWARD AGREEMENT**ARTICLES OF AGREEMENT**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article IX – Rehabilitation act of 1973

All sub recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article X – Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI – Terrorist Financing

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of sub recipients to ensure compliance with the E.O. and laws.

Article XII – SAFECOM

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIII – Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the terms and conditions of your award.

Article XIV – Debarment and Suspension

All subrecipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XV - Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless, the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

AWARD NUMBER	DATE
SUBAWARD AGREEMENT ARTICLES OF AGREEMENT	

Article XVI – Title VI of the Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVII – Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article XVIII – Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles, I, II and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XIX – Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XX - Activities Conducted Abroad

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXI – Acknowledgement of Federal Funding from DHS

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXXII – Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Certain assurances in these documents may not be applicable to your program, and the DHS/OHS may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by OHS.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article XXIII – Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XXIV – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXV - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XXVI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVII – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XXIX- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XXXI- Fly America Act of 1974

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXII – Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3 (a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXIII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXXIV - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of [31 U.S.C. § 3729](#) which set forth that no recipient of federal payments shall submit a false claim for payment. See also [38 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Article XXXV - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

SUBAWARD AGREEMENT
ARTICLES OF AGREEMENT**Article XXXVI – Education Amendments of 1972 (Equal Opportunity in Education) – Title IX**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVII - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XXXVIII - Drug-Free Workplace Regulations

All subrecipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001. You as the subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XXXIX - Civil Rights Act of 1968

All subrecipients must comply with the requirements of Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with the applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Missouri Office of Homeland Security at 1101 N. Riverside Dr., Jefferson City, MO 65102.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin, (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case of matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the Missouri Office of Homeland Security at the address listed above.

The United States has the right to seek judicial enforcement of these obligations.

Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services that the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

8. It is understood and agreed upon that, notwithstanding the notice requirement expressed in Article XXXVII, Paragraph 7, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, the subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
11. To request prior written approval from OHS as required by 2 C.F.R. § 200.308 prior to making any change to the OHS approved budget for this award. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from OHS where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget OHS last approved. You must report any deviations from your OHS approved budget in the first status report you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
12. To submit Grant Status Reports to OHS by the due dates of June 10 and December 10 throughout the grant period, which must include the status updates of the milestones achieved. Grant Final Reports are due to OHS within 45 days after the end of the project period.
13. To request prior written approval from OHS prior to making a purchase for any budget line marked as controlled equipment and agrees to follow all requirements of the Grant Programs Directorate Information Bulletin No. 407.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. Subrecipient will participate in quarterly grant status meetings, scheduled by the OHS, throughout the grant period of performance.
16. If the subrecipient is a pass through agency, copies of signed subaward contracts are due to the OHS within 90 days of the date of this award.
17. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP require submission and approval of an updated EHP form.
18. The purchase of any generator requires prior approval from the OHS. Documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
19. Purchases from a single feasible source must have prior approval from the OHS.

AWARD NUMBER	DATE
SUBAWARD AGREEMENT Special Conditions	

Article XLII Special Conditions

Missouri Department of Public Safety

Subaward Adjustment

EMW-2016-SS-00049-013-Region F - 2016 Regionalization

State Homeland Security Program (SHSP)

Subaward Adjustment ID:	04	Submitted By:	
Subaward Adjustment Type:	Budget Revision	Submitted Date:	03/19/2018
Status:	Approved	Last Submitted Date:	06/12/2018
Organization:	Mid-Missouri Regional Planning Commission		

Justification

Justification*

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

Adjustments to budget for this request:

Line Numer	Project	Current Budget	Requested Change	Updated Budget	Justification
10103	Electronic Board - Osage County	\$ 12,000.00	\$ (12,000.00)	\$ -	Project completed with FY15 Funds
10104	Electronic Board - Montgomery County	\$ 12,000.00	\$ (12,000.00)	\$ -	Project completed with FY15 Funds
10105	Electronic Board - Howard County	\$ 12,000.00	\$ (2,689.49)	\$ 9,310.51	Project partially completed with FY15 Funds
10106	Electronic Board - Cooper County	\$ 3,232.00	\$ (3,232.00)	\$ -	Project completed with FY15 Funds
10113	Portable Outdoor Warning System	\$ 44,024.91	\$ (35,739.96)	\$ 8,284.95	Project partially completed with FY15 Funds
10114	HSRT Team - Cole County	\$ 34,000.00	\$ 29,160.00	\$ 63,160.00	Use additional funds to replace outdated equipment for the HSRT Team
11104	Generator Load Testing - Cole County	\$ 1,500.00	\$ (650.00)	\$ 850.00	Items came in under budget
11115	HSRT - Columbia FD	\$ 11,876.00	\$ (5,804.51)	\$ 6,071.49	Items came in under budget
11110	Generator Load Testing - Osage County	\$ 500.00	\$ 350.00	\$ 850.00	Actual cost greater than budgeted amount
12102	Resource Trackers - Cooper County	\$ 1,339.20	\$ (1,339.20)	\$ -	Project cancelled
1101	M&A	\$ 10,000.00	\$ 345.55	\$ 10,345.55	Remaining funds to M&A Shortfall
11118-New	Radio Sustainment - Camden County	\$ -	\$ 3,250.80	\$ 3,250.80	Sustain Regional Deployable Assets
11119-New	Radio Sustainment - Camden County	\$ -	\$ 1,259.58	\$ 1,259.58	Sustain Regional Deployable Assets
11120-New	Badging Sustainment - Audrain County	\$ -	\$ 614.00	\$ 614.00	Sustain Regional Deployable Assets
10116-New	Badging Sustainment - Audrain County	\$ -	\$ 2,780.00	\$ 2,780.00	Sustain Regional Deployable Assets

11121-	Radio Sustainment - Osage	\$	\$	\$	Sustain Regional Deployable Assets
New	County	-	540.00	540.00	
11122-	IST Trailer Sustainment -	\$	\$	\$	Sustain Regional Deployable Assets
New	Boone County	-	6,000.00	6,000.00	
10117-	IST Trailer Sustainment -	\$	\$	\$	Sustain Regional Deployable Assets
New	Boone County	-	2,063.13	2,063.13	
10118-	IST Trailer Sustainment -	\$	\$	\$	Sustain Regional Deployable Assets
New	Boone County	-	27,092.10	27,092.10	
Totals		\$	\$	\$	
		142,472.11	-	142,472.11	

Sustainment projects added:

Project #1 Camden County - This project will allow us to sustain and maintain our current equipment that was purchased with FY'08 RHSOC funds. Although these radios have been discontinued by Motorola there is one last update and it is far cheaper to obtain a software upgrade than to purchase all new radios. Further, during last attempted use the batteries were not able to stay charged past 30 minutes and those were the ones that held a charge at all, so in addition to the upgrades we are asking for new batteries for all radios. Motorola Solutions. Radio Software Refresh XTS 2500 86 radios @\$77.40 Total \$3250.80 State Contract price, Replacement Batteries Motorola XTS2500 42 @ \$29.99 Total \$4,510.38.

Project #2 Audrain County - This project will allow us to sustain and maintain our current system using reallocated funds from FY16. Project includes annual remote support agreement and maintenance of our identification and accountability system, as well as replacement of our printer used in conjunction that is not only obsolete now but is broken.

A new printer for the Elliott System ID Card maker. This would be a much needed upgrade as well as general sustainment. Any asset Audrain has is open for use in the region. My ID system is on my Lap-top and can be taken anywhere within the State if requested. I am just not able to make ID's at MACC's or other areas of operation other than my EOC at the time being. The printer would make my system mobile and much more effective in the County, Region and State. (THIRA gap FY16) Printer \$2780.00, Printer Support \$224.00, Printer Installation \$185.00 (software installation), Supplies badges \$205. Total \$3,394.00

Project #3 Osage County - Osage - Requesting portable radio batteries, current batteries are at least 10 years old and many no longer hold charge which makes the radios inoperable. Request is for 18 XTS-2500 batteries bulk priced at \$29.99 each for a total of \$540 with free shipping.

Project #4

Boone County HSRT Equipment Refresh - All equipment currently being held in this trailer is outdated and not eligible for upgrading. Boone County is asking for the following:

04HW-01-INHW - - - 12 laptops/ workstations- \$6,000

04HW-01-INHW - - - 2 GIS Workstations - 2063.13

06CC-03-SATM- - Satellite Phone Total = \$27,092.10 (Satellite phone and Cradle Point Equipment)

The Region F Incident Support Team (IST) trailer is a regional resource intended to augment and amplify response and recovery operations during and after an incident of regional significance or prior to the arrival of additional state or federal resources. While the trailer was purchased using Regional Homeland Security Oversight Committee (RHSOC) funds nearly ten years ago, there does not appear to have been any sustainment funding allocated in an effort to ensure resources contained within the trailer are maintained in a deployable condition. As such, all items for which funding was requested were found to be no longer supported by their respective manufacturer and have reached the end of their usable lifespan. The physical trailer itself however is still in good condition.

The IST trailer contains workstations for up to ten users by providing laptop computers for each. The thought is that these units would be deployed in an effort to create a remote EOC during an incident to support the effected jurisdiction or in an effort to support a Multi-Agency Coordination Center (MACC) during a large incident. The decision to support ten workstations was made prior to the creation of our office, however, it would be logical to think this number was determined after discussing what would be needed during an incident. Each laptop facilitates effective communication and resource coordination across response and recovery partners and ensures effective information sharing and situational awareness between local jurisdictions, county, state and federal partners.

In addition to the ten laptops included in the IST trailer, there is one "supper laptop" which is intended for mapping (also known as Geographic Information Systems or GIS) during an incident. This was, as understood by this office, a priority of the region and thought to be a critical resource during a large incident. GIS applications require larger internal (software and hardware) capabilities due to their high demand for memory, transactional speed and large volumes of data. While it is impractical to request ten "super GIS laptops" for the entire Region F IST trailer, this capability is thought to be so critical to the mission of an IST that by not including at least one GIS able laptop would be a significant disservice to the IST and render the functional ability of the trailer much less.

The GIS laptop will run ESRI software in order to meet the mission of the IST. ESRI is the standard among GIS services and used by most, if not all, regional and state partners. The ESRI subscription will ensure the IST is able to create, manipulate, and utilize data in an effective way during a large incident or disaster in Region F.

All items being requested are a function of previously supported RHSOC initiatives and amount to long overdue sustainment. Given the longstanding lack of sustainment funds being allocated to this resource, the cost of replacing all outdated and non-deployable equipment is admittedly high. Future requests for sustainment will undoubtedly not rise to the level of this request as a schedule will be created to ensure effective use of funds in an effort to balance costs over multiple years. This replacement or sustainment schedule will ensure that items are maintained in usable condition while still being prudent with public funds.

Being that some costs are onetime and other annual, the timeline of costs associated with this project are varied. Laptops can reasonably be expected to have a lifespan of four to six years, while services such as the ESRI subscription will require annual funding allocation. The current IST trailer is not

usable in its current configuration, once items are updated to be within their usable life, it is thought that with sustainment funds these resources will be used in perpetuity.

as far as SAT Phone "We have a quote from Ground Control for the satellite phone. This is a function of what Missouri Task Force 1 uses for the communication during an incident. We relied on their vetting process after identifying similar needs and uses. Additionally, given the same units, we achieve a certain degree of interoperability across local, regional, state, and federal resources. While this unit is expensive, it meets a functional need on behalf of the region. This is a comparable replacement for the current outdated equipment" (Della from Boone) - - There are no phones or devices on that site or through that company listed for \$27k as Boone had initially requested , perhaps they were confusing the total price to include contractual agreements.

Budget

Row	Current Budget	Revised Amount	Net Change
Personnel	\$26,726.62	\$27,072.17	\$345.55
Personnel Benefits	\$3,379.62	\$3,379.62	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$342.70	\$342.70	\$0.00
Equipment	\$190,789.58	\$186,223.36	(\$4,566.22)
Supplies/Operations	\$27,192.00	\$32,751.87	\$5,559.87
Contractual	\$19,268.20	\$17,929.00	(\$1,339.20)
Renovation/Construction	\$0.00	\$0.00	\$0.00
Totals	\$267,698.72	\$267,698.72	\$0.00

Federal/State and Local Match Share

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$267,698.72	100.0%	\$267,698.72	100.0%	\$0.00
Total Local Match Share	\$0.00	0%	\$0.00	0%	\$0.00

Confirmation

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this subaward adjustment and your statement of the veracity of the representations made in this subaward adjustment. You must include your title, full legal name, and the current date.

Authorized Official Name:* David Bock
 Title:* Executive Director
 Date:* 06/12/2018

Attachments

Description	File Name	File Size
Boone sat phone estimate/quote	BooneSatPhoneEstimatefy16reallocation.pdf	424 KB
Budget Adjustment Justification Paragraphs	FY 2016 Reallocation Budget adjustments.docx	476 KB
Reallocation Spreadsheet - Budget numbers	FY2016reallocationFY16spreadsheet.xlsx	17 KB



GROUNDCONTROL

Quote

3100 El Camino Real
 Atascadero, CA 93422
 800-773-7168
 www.groundcontrol.com

Expires	Sales Rep	Acct. No.	Date	Quote #
7/29/2017	Pedro L Ojeda	GC020060	6/29/2017	Q37856

Bill To Address	Ship To Address	Installation Address
Boone County Fire District 2201 Interstate 70 Drive. N.W. Columbia MO 65202 United States	Boone County Fire District 2201 Interstate 70 Drive. N.W. Columbia MO 65202 United States	TBD

Qty	Description	Rate	Amount
	This Quote for Tough Sat 1.2 XP Fly Away system will Allow for 20Mb /5Mb EMR with Dual Matrix services		
1	1.2m Toughsat XP Complete System Consists of		
1	1.2m TOUGHSAT XP iDirect Mobile Satellite Antenna with 1.2m MSS mount and reflector.	16,223.00	16,223.00
1	Ground Control Toughsat TS2 Dual Matrix Controller with integrated wireless 4 port router, graphical web interface, compact 1RU rackmount LED panel design, backlit front display and integrated MicroSD card design. One-Button operation with onboard diagnostic history and lifetime firmware upgrades.	799.00	799.00
1	NJRC NJT5118F Standard 8W Ku-Band Block Upconverter, does not include power supply (not needed if an iDirect X7 is used).	2,499.00	2,499.00
1	iDirect Evolution X7 Satellite Router	2,799.00	2,799.00
1	NJR2835H Ku-Band PLL LNB (Americas)	179.00	179.00
1	1 Year Parts and Labor warranty for Toughsat XP Mobile Satellite System.	0.00	0.00
1	Toughsat Custom Shipping Crate	249.00	249.00
			22,748.00
1	Special Government Discount 10%	-2,274.80	-2,274.80
1	Toughsat Three Piece Flyaway Case Components		
1	Toughsat Flyaway 3 Piece System. Includes Customized Case for MSS, Soft Case Reflector Bag, 25' Cable Bundle and 6U Ruggedized Controller/Modem Rack	1,999.00	1,999.00
1	SKB US Series 8U Roto Rack Upgrade	75.00	75.00
1	Toughsat Fly and Drive System: Includes Fly and Drive Brackets, Leveling Feet and Storage Bag	299.00	299.00
1	Toughsat Flyaway Case Custom Two-Wheel Dolly	99.00	99.00
1	Toughsat Flyaway Reflector Quick Disconnect System	99.00	99.00
1	1.2m Toughsat Three Piece Reflector and Hard Carrying Case	2,950.00	2,950.00
			5,521.00
1	Special Government Discount 10%	-552.10	-552.10
1	Shipping and Handling via UPS Ground/Freight. A UPS tracking number showing delivery date will be emailed at the time of shipping.	650.00	650.00

