

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached grant application submitted by the Boone County Sheriff's Department for the FY20 Edward Byrne Memorial Justice Assistance Grant (JAG).

It is further ordered the Presiding Commissioner is hereby authorized to sign or authorize grant certifications and assurances as may be reasonably required by the US Department of Justice in order to effectuate this grant.

Done this 13th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name Boone County		Organizational Unit Sheriff	
Address 801 East Walnut Columbia, Missouri 65201-9064		Name and telephone number of the person to be contacted on matters involving this application German, Gary (573) 875-1111	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 43-6000350		7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Boone County and City of Columbia FY20 Edward Byrne Memorial Justice Assistance Grant Project.	
12. AREAS AFFECTED BY PROJECT County of Boone, Missouri			
13. PROPOSED PROJECT Start Date: October 01, 2019 End Date: September 30, 2023		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project MO04	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$34,203		
Applicant	\$0		
State	\$0		
Local	\$0		

Other	\$0	This preapplication/application was made available to the state executive order 12372 process for review on 07/20/2020
Program Income	\$0	
TOTAL	\$34,203	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

Project Abstract: FY 2020 Byrne JAG Grant Application Number: 2020-H7511-MO-DJ.

Applicant name: County of Boone, Missouri.

Title of the project: Boone County & City of Columbia FY 2020 Byrne JAG Budget Assistance Project.

Goal of the project/objective/problem to be addressed: To purchase law enforcement equipment and supplies not attainable within our current operating budgets.

Targeted area/population: The targeted area for our programs is the County of Boone, Missouri. These programs will cover an estimated resident population of 176,594 (July 1, 2016 Census estimate), per the United States Census.

Description of the strategies to be used/outcomes: We will use contracts already in place and/or use established purchasing policies to obtain the equipment in this grant proposal. The manpower for the programs outlined in this grant application are dedicated to technology. This will allow the projects to be completed in a timely fashion.

Each entity will work independently on the programs as none of them have been designed to be joint projects. The Applicants have agreed to split the local allocation in a 60/40 manner as a disparate jurisdiction. Both entities have worked together in the past on similar projects to properly disburse and track the grant funds. The Boone County Sheriff's Department has been chosen as the fiscal agent for this application due to experience in applying and reporting on Justice Assistance Grants.

The major outcome of this application will be to provide both of our agencies with much needed equipment that is not attainable with our current operating budgets.

Project identifiers: Equipment - General; Supplies - General

Boone County Sheriff's Department and the Columbia Police Department

FY 2020 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Review Narrative:

The City of Columbia and the County of Boone have been certified as disparate jurisdictions and are filing this application jointly. Both entities have come to the agreement that the County of Boone, specifically the Boone County Sheriff's Department, will be the Authorized Representative for this application and any subsequent reporting of expended funds. Both entities have agreed on how the FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funds will be divided and what equipment and programs will be supported by this grant through the respective departments.

The City of Columbia and the County of Boone have drafted an Intergovernmental Agreement which as of the date of this application submission is still in process for signatures. The agreement must pass through two Columbia City Council meetings and two Boone County Commission meetings. Once the agreement is finalized by both entities we can provide a copy of the fully executed document. A copy of the draft agreement has been supplied with this application.

The aforementioned agreement establishes that the City of Columbia and the County of Boone agree to divide the award using a 60/40 split calculation. The City of Columbia agrees that the County of Boone will receive \$13,681.20 of the allotted \$34,203.00 under this joint application; with the balance of \$20,521.80 going to the City of Columbia. The agreement was drafted under the same guidelines as previous years and therefore we see no reason it will not go through.

Notice of the application was read in public forum on August 13, 2020 and made available to the Boone County Commission for the required review. The application was further advertised for a second hearing in the Boone County Commission and August 13, 2020 a second reading in a public meeting was conducted. Public notices of all Boone County Commission meetings are made by web site posting, local newspaper notice and email distribution. The application was approved by the Boone County Commission on August 13, 2020; a copy of the signed Commission Order has been submitted with this application.

Being subject to review under Executive Order 12372, information for this application was submitted to the State of Missouri for review on July 20, 2020. On August 11, 2020 we received notification that none of the agencies involved in the review had comments or recommendations to offer at that time and had concluded the Clearinghouse's review.

Boone County Sheriff's Department and the Columbia Police Department

FY 2020 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Program Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2020 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia are routing an agreement through both governing bodies as certified disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$13,681.20 (40%) of the total \$34,203.00 local award. The City of Columbia will receive the balance of \$20,521.80 (60%).

PROGRAM DESCRIPTIONS:

Columbia Police Department Digital Portable Radio Communications Program:

The City of Columbia Missouri is a growing community. The city has a population of over 118,000 people and encompasses more than 50 square miles. It is the home to several institutions of higher learning including, the University of Missouri, Columbia College and Stephens College. These institutions bring thousands of students to our community adding to our population.

The Columbia Police Department has the primary responsibility of policing the community. Over 184 commissioned staff are faced with many different day to day policing challenges within the City of Columbia. Their duties require constant, reliable communications in various and sometimes hazardous environments. Radio communications often include safety information for responding public safety personnel in emergency situations. Durable, high-quality radio equipment is essential to maintain this form of communication.

The Columbia Police Department has numerous portable radios currently being utilized that are well past the recommended life span. Part of our technology plan calls for the replacement of these radios. The amount of the radio purchase is beyond the funding of the current city budget.

Standard Features and Benefits of the EF Johnson Viking VP900 Dual Band Portable

Radio include, but are not limited to:

- It has a lightweight, compact design
- It has excellent durability
 - It can be submerged up to 1 meter for 30 minutes
 - It is dust proof
 - It meets all applicable military specifications
 - It has a special housing that protects against shock, vibration and other environmental hazards
- It offers several forms of encryption
- It offers different system interoperability platforms increasing inter-agency communications during emergency situations
- It has an electronic filter that separates voice from background noise
- It will continue to send an emergency signal even if the power is turned off.
- It is easily adaptable and expandable with program ability
- P25 trunking

The EF Johnson Viking VP900 Dual Band Portable Radio will not only meet the new FCC requirements that went into effect 2013, but it will bring the Columbia Police Department up to date in communications technology. This new technology will greatly enhance our effectiveness in emergency situations that call for a multi-agency response. The ability to communicate in this way is important when situations develop that call for resources beyond what the City of Columbia can provide. This is possible because the radios will function with other radio systems that outside agencies such as the Boone County Sheriff's Department, Missouri State Highway

Patrol, the University of Missouri-Columbia currently operate on and have the ability to operate on the 700-800MHZ range. This radio is compliant with the Missouri Statewide Communication Interoperability Plan per the Missouri Department of Public Safety-Missouri Interoperability Center.

The Columbia Police Department's role in providing law enforcement service to the community hinges on efficient communications. Our department has determined the EF Johnson Viking VP900 Dual Band Portable Radio is the most effective and efficient solution at maintaining and improving this service.

If funding is approved, the Columbia Police Department plans to purchase (8) EF Johnson Viking VP900 Dual Band Portable Radios (based on current price estimates) through a competitive bid process created from previous radio purchases. This process helps ensure the funding is used efficiently and the cost of the services is appropriate.

Boone County Sheriff's Department Covert Camera Program:
Crime Point HermitCam:

Boone County is the 8th largest county by population and comprises a little over 685 square miles. The area is a mix of rural, urban, small cities and the 4th largest city in the state. In the past the department has relied on borrowed surveillance equipment from other sources or had to dedicate personnel to physically monitor locations. This covert camera system would allow staff to distance themselves from potentially dangerous situations while still being able to observe what is occurring at a location, including in low light situations. In addition, the covert camera system has the ability to operate for an extended duration in both a direct powered state or utilizing an onboard battery system. The covert camera system is also able to blend into

surroundings utilizing different covert enclosures. This covert camera system can assist with an array of investigations such as, vandalism, drug, theft, and stalking investigations. The Boone County Sheriff's Department does not currently have any equipment with similar capabilities.

Standard Features and Benefits of the Crime Point HermitCam include, but are not limited to:

- A panoramic PTZ (pan, tilt, zoom) camera controlled remotely
- AC or DC power operation for increased flexibility
- Multiple covert enclosures for increased concealability and versatility
- 50amp hour battery for remote location power
- Includes a network recorder and QuickGlance dashboard
- Compact size (11.5" tall x 6.2" deep x 7.5" wide) and light weight (8.4 lbs)
- 4G LTE modem/router for connectivity

If approved the department would like to utilize monies from the Edward Byrne Memorial Justice Assistance Grant to purchase one (1) Crime Point HermitCam covert camera system. Existing funds do not allow for the acquisition of this system. The department would follow the Boone County purchasing policy for the procurement of this system.

Boone County Sheriff's Department NIBRS Records (3%) Management Program:

NIBRS transition supplies:

The Boone County Sheriff's Department transitioned to a new records management system (RMS) and jail management system (JMS). The department began reporting National Incident Based Reporting System (NIBRS) data to the State of Missouri in January of 2020. This submission was made to the Missouri State Highway Patrol using the Missouri Incident Based Reporting System (MIBRS). Per special grant condition and to assist with this transition process the department will need to develop, print and in some instances laminate several user guides and report forms. These guides will be utilized at all levels of the organization to assist in correctly filling out the reports to capture or properly report NIBRS data. The report forms will be needed if for some reason the system is offline and staff need to complete reports. For example, an extended power outage during a natural or man-made disaster.

If funding is approved under this grant application, the Boone County Sheriff's Department intends to obtain printing and laminating services for user guides and report forms utilizing Boone County Purchasing policies or a competitively bid process. This process helps ensure the funding is used efficiently and the cost of the product is appropriate.

PERFORMANCE MEASURES:

Both applicants within this request are required by Department Policy or State Law to maintain records on various different levels of incidents. This requirement will allow us to query existing data and measure the results of the work performed with the equipment gained from this

funding request. Both entities in this application currently follow grant reporting guidelines and have proficiency in accurate and timely reporting. In addition, both entities have acquired the necessary record management systems for NIBRS reporting. Both agencies became certified in NIBRS reporting in 2019 and January 2020.

CLOSING:

As per the Memorandum of Understanding, the Boone County Sheriff's Department will be responsible for the application, drawdown and dissemination of funds to the City of Columbia. The Sheriff's Department will also be responsible for fulfilling all reporting requirements of this grant program. The Sheriff's Department was chosen for this due to their experience handling JAG funds.

The tracking and reporting of all monies received and disbursed relating to this grant will be accomplished through the use of separate funds and/or accounts established for such purposes. All monies received from this grant will be recorded, tracked and reported in such a manner as to identify and account for them separately from other County resources.

Since this funding will go toward equipment and supplies, both recipients plan to start work on these programs immediately. As soon as the grant funds have been deposited we will route a

Budget Amendment proposal through a public hearing at a regular Commission meeting to approve the spending as outlined in this grant application.

The assistance of these grant funds will allow both agencies to purchase much needed equipment and supplies that would otherwise not be attainable with our current budget shortfalls. On behalf of both applicants encompassed in this application, we would like to thank the Edward Byrne Memorial Justice Assistance Grant program, and the reviewers, for this opportunity. The economy has remained strong, but revenue has declined because of lost sales tax from online sales. The departments have lagged in keeping pace with the evolving technology and training demands. A recent effort to capture lost local internet sales tax revenue was not approved. We have worked hard at maintaining a certain level of customer satisfaction; however, the economic situation over the past several years has made this an overwhelming task. These grant funds will certainly help our current budget and allow both agencies to focus on additional needs in future budget years.

Boone County Sheriff's Department and the Columbia Police Department

FY 2020 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Budget Detail Worksheet and Budget Narrative:

This is a joint application on behalf of the County of Boone and the City of Columbia, Missouri. This application is submitted for the FY 2020 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation.

Since this is a joint application, the funding will support a variety of needs in Boone County, Missouri. This funding will be split two ways between the Boone County Sheriff's Department and the City of Columbia Police Department.

The County of Boone and the City of Columbia have an agreement pending due process that defines us as disparate jurisdictions to divide the grant funds in a 40/60-split manner. The County of Boone, specifically the Sheriff's Department, has agreed to apply for the grant on behalf of both entities. Pursuant to this agreement, the County of Boone will receive \$13,681.20 (40%) of the total \$34,203.00 local award. The City of Columbia will receive the balance of \$20,521.80 (60%).

Boone County and the City of Columbia are aware the allocation is \$34,203.00. We are aware a match is not required. The City of Columbia included \$874.20 to expand justice funds to purchase the radios listed in the budget. The County of Boone included \$633.80 to expand justice funds to purchase the target system, binoculars, defensive tactics instructor suit and collapsible traffic cone programs listed in the budget.

The funds will be allocated for the following items under the category of equipment or supplies due to our local capitalization policy for classification of equipment and supplies. Costs for the equipment listed below were obtained from our current contract holder using existing competitively bid cooperative contract pricing and vendor quotes.

Budget Detail:

<u>Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Personnel Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	

Boone County Sheriff's Department Covert Camera Program:

Crime Point HermitCam – 1 @ \$13,904.00 each \$13,904.00

Columbia Police Department Digital Portable Radio Communications Program:

EF Johnson Viking VP900 Radio – 8 @ \$2,674.50 each \$21,396.00

E. Supplies

Boone County Sheriff's Department NIBRS Transition 3% Supplies Program:

Printing supplies - 1 @ \$411.00 each \$411.00

F. Construction \$0.00

G. Consultants/Contracts \$0.00

H. Other Costs \$0.00

I. Indirect Costs \$0.00

Budget Summary:

A. Personnel \$0.00

B. Personnel Benefits \$0.00

C. Travel \$0.00

D. Equipment \$35,300.00

E. Supplies \$411.00

F. Construction \$0.00

G. Consultants/Contracts \$0.00

H. Other Costs \$0.00

I. Indirect Costs \$0.00

Local match	\$1,508.00
Federal Request	\$34,203.00
Total budget for all programs including local match	\$35,931.00

If awarded the grant funds, items already on bid or below the bid threshold will be ordered as soon as funds are received and local budgets are established. Items that are not currently on bid will be sent through "Request for Proposal" or "Request for Bid" process in accordance with both the City of Columbia and the County of Boone Purchasing Policies. If the vendor is determined to be a sole source provider, local procurement policies for sole source purchases will be followed. Both entities will procure the equipment items listed above in the most cost effective manner possible.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: County of Boone
 Street1: 801 E Walnut
 Street2:
 City: Columbia
 State: MISSOURI
 Zip Code: 65201

2. Authorized Representative's Name and Title:

Prefix: First Name: Daniel Middle Name:
 Last Name: Atwill Suffix:
 Title: Presiding Commissioner

3. Phone: (573) 876-6101 4. Fax: 5738748953

5. Email: datwill@boonecountymmo.org

6. Year Established: 1820	7. Employer Identification Number (EIN): 436000350	8. DUNS Number: 1827391770000
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm: **Rubin Brown, LLP**

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **0**

Enter the dollar amount of questioned costs (if none, enter "\$0"): **\$0**

Were material weaknesses noted in the report or opinion? Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes No Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes No Not Sure



<p>17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>PROPERTY STANDARDS AND PROCUREMENT STANDARDS</p>	
<p>20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>TRAVEL POLICY</p>	
<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>SUBRECIPIENT MANAGEMENT AND MONITORING</p>	
<p>25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p><input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- Yes No Not Sure
 N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes No Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Gary German

Date: 2020-05-21

Title: Executive Director Chief Financial Officer Chairman

Other: Captain

Phone: (573) 876-6101

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known: Boone County Sheriff's Department 2121 County Dr Columbia, MO 65202 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): NA	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): NA	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fter above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Daniel Atwill</u> Print Name: <u>Daniel Atwill</u> Title: <u>Commissioner</u> Telephone No.: <u>(573) 876-6101</u> Date: <u>5/18/2020</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

The County of Boone and the City of Columbia, Missouri

FY 2019 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Disclosure of Pending Applications:

The City of Columbia and the County of Boone have no pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same projects being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

The County of Boone and the City of Columbia, Missouri

FY 2020 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Disclosure of Pending Applications Table:

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
Not Applicable	Not Applicable	Not Applicable

The County of Boone and the City of Columbia, Missouri

FY 2020 Edward Byrne Memorial Justice Assistance Grant: 2020-H7511-MO-DJ

Disclosure of High Risk Status:

The City of Columbia and the County of Boone are not currently designated high risk by any federal grant making agency.



BOONE COUNTY SHERIFF'S DEPARTMENT

2121 County Drive
Dwayne Carey, Sheriff

Columbia, Missouri 65202-9051
Phone (573)875-1111 Fax (573)874-8953

August 19, 2019

2019 Edward Byrne Memorial Justice Assistance Application
2019-H3796-MO-DJ Appendix C

Re: Boone County Sheriff's Department Responses to Appendix C Questions

Information regarding Communication with the Department of Homeland Security (DHS)
and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to
the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when,
or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law
that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

In response to questions #1 and #2. Yes, there are applicable Missouri state statutes on
this issue (RSMO 544.472 and RSMO 544.470). Regarding #3, the Boone County
Sheriff's Department follows Missouri state statute and therefore does not have policy,
procedure or practice that is in conflict with 8 USC 1373.

This was confirmed with the Detention Director, Capt. Keith Hoskins on August 19, 2019.

Respectfully,


Capt. Gary German
Services Branch



Michael L. Parson
Governor

State of Missouri
OFFICE OF ADMINISTRATION
Post Office Box 809
Jefferson City, Missouri 65102
Phone: (573) 751-1851
Fax: (573) 751-1212

Sarah H. Steelman
Commissioner

August 11, 2020

Gary German
801 East Walnut
Columbia, MO 65201-9064

Subject: 2101021
Legal Name: Boone County
Justice, Department of
16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Project Description: Boone County and City of Columbia FY20
Edward Byrne Memorial Justice Assistance Grant Project

The Missouri Federal Assistance Clearinghouse, in cooperation with state and local agencies interested or possibly affected, has completed the review on the above project application.

None of the agencies involved in the review had comments or recommendations to offer at this time. This concludes the Clearinghouse's review.

A copy of this letter is to be attached to the application as evidence of compliance with the State Clearinghouse requirements.

Sincerely,

A handwritten signature in blue ink that reads "Sara VanderFeltz".

Sara VanderFeltz
Administrative Assistant

cc: Mid-Missouri

2020 MISSOURI LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
MO	BOONE COUNTY	County	*	
MO	COLUMBIA CITY	Municipal	\$34,203	\$34,203
MO	BUCHANAN COUNTY	County	*	
MO	ST JOSEPH CITY	Municipal	\$29,941	\$29,941
MO	CAPE GIRARDEAU COUNTY	County	*	
MO	CAPE GIRARDEAU CITY	Municipal	\$14,395	\$14,395
MO	COLE COUNTY	County	*	
MO	JEFFERSON CITY	Municipal	\$10,415	\$10,415
MO	GREENE COUNTY	County	*	
MO	SPRINGFIELD CITY	Municipal	\$146,272	\$146,272
MO	JACKSON COUNTY	County	*	
MO	GRANDVIEW CITY	Municipal	\$10,415	
MO	INDEPENDENCE CITY	Municipal	\$38,443	
MO	KANSAS CITY	Municipal	\$528,814	
MO	RAYTOWN CITY	Municipal	\$10,829	\$588,501
MO	JASPER COUNTY	County	*	
MO	JOPLIN CITY	Municipal	\$20,374	\$20,374
MO	JEFFERSON COUNTY	County	\$19,809	
MO	JENNINGS CITY	Municipal	\$14,003	
MO	ST LOUIS CITY	Municipal	\$391,566	
MO	ST LOUIS COUNTY	County	\$120,353	
MO	UNIVERSITY CITY	Municipal	\$12,416	
	Local total		\$1,402,248	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 06-17APR20 – Flexible Armor Shirts for the Boone County Sheriff’s Department to Federal Resources Supply Company of Stevensville, Maryland.

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

Done this 13th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer
Phone: (573) 886-4392



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: August 6, 2020
RE: RFB 06-17APR20 – Flexible Armor Shirts for the Boone County Sheriff's Department

Request for Bid 06-17APR20 solicited bids for Flexible Armor Shirts for the Boone County Sheriff's Department. One response was received from Federal Resources Supply Company of Stevensville, Maryland. It is noted for the record that the RFB was advertised and posted on the Internet but only the one bid was received.

The bid was reviewed by the Boone County Sheriff's Department. An award of contract to Federal Resources Supply Company as the lowest and best bid has been recommended. The contract period will run from August 10, 2020 through August 09, 2021. The County has three (3) one-year renewal options available after the initial contract period.

Payment will be made using the following Department/Account:

- Department 2190, Sheriff Operations – LE Sales Tax/Account 92300 – Replacement Machinery & Equipment: \$15,246.00.

Attachments: Bid Tabulation

/lp

cc: Captain Gary German
Contract File

Bid Opening: RFB 06-17APR20 - Flexible Armor Shirts				
Bid Tabulation	Bidder 1:			
	Federal Resources Supply Co.			
4.10.1 Flexible Armor Shirt Level IIIA - Ballistic - Long Sleeve - Male Sizes S-2XL All colors Brand Reference: Flex9-ZFLC09-III A or Equal	\$	465.00		
4.10.2 Flexible Armor Shirt Level IIIA - Ballistic - Short Sleeve - Male Sizes S-2XL All colors Brand Reference: Flex9-ZFLC09-III A or Equal	\$	450.00		
4.10.3 Flexible Armor Shirt Level IIIA - Ballistic - Long Sleeve - Male - Fire Retardant Sizes S-2XL All colors Brand Reference: Flex9-ZFLFR5-III A or Equal	\$	585.00		
4.10.4 Flexible Armor Shirt Level IIIA - Ballistic - Short Sleeve - Male - Fire Retardant Sizes S-2XL All colors Brand Reference: Flex9-ZFLFR5-III A or Equal	\$	565.00		
4.10.5 Flexible Armor Shirt Level Spike Level 3 - Long Sleeve - Male Sizes S-2XL All colors Brand Reference: Flex9-ZKSP-3 or Equal	\$	529.00		
4.10.6 Flexible Armor Shirt Level Spike Level 3 - Short Sleeve - Male Sizes S-2XL All colors Brand Reference: Flex9-ZKSP-3 or Equal	\$	515.00		
4.10.7 Flexible Armor Shirt Level Spike Level 3 - Long Sleeve - Male - Fire Retardant Sizes S-2XL All colors	\$	649.00		
4.10.8 Flexible Armor Shirt Level Spike Level 3 - Short Sleeve - Male - Fire Retardant Sizes S-2XL All colors	\$	640.00		
4.10.10.1 First Renewal Option Percentage Adjustment:		0%		
4.10.10.2 Second Renewal Option Percentage Adjustment:		2%		
4.10.10.3 Third Renewal Option Percentage Adjustment:		3%		
Co-Op		Yes		

**PURCHASE AGREEMENT
FOR
FLEXIBLE ARMOR SHIRTS – TERM AND SUPPLY**

THIS AGREEMENT dated the 13th day of August 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Federal Resources Supply Company** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Flexible Armor Shirts**, County of Boone Request for Bid, bid number **06-17APR20** in its entirety including the Introduction and General Conditions of Bidding, Technical Specifications, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **April 15, 2020**, executed by **Charlotte Poe** on behalf of the Contractor, the e-mail with Clarification Pricing dated **May 15, 2020** from **Karl Lewis** on behalf of the Contractor, and the e-mail clarification dated **July 14, 2020** from **Karl Lewis** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Purchase Agreement, and the Request for Bid including the Introduction and General Conditions of Bidding, Technical Specification, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **August 10, 2020 through August 09, 2021**. The County shall have the option to renew the contract for three (3) one-year periods subsequent to the initial contract period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Flex Armor Shirts.

Flex Armor Shirts	
4.10.1 Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male – Not Fire Retardant - WITH ARMOR Sizes S-2XL All colors Brand: Flex9-ZFLEX9-IIIA Quantity: 13	\$465.00/Each Firm and Fixed
4.10.2. Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve Shirt – Male - Not Fire Retardant - NO ARMOR	

<p>Sizes S-2XL</p> <p>All colors</p> <p>Brand: Short Sleeve Short that can use armor for Long Sleeve Flex9-ZFLEX9-IIIA -- NO ARMOR IN SHORT-SLEEVE SHIRT PRICE</p> <p>Quantity: 13</p>	<p>\$170.00/Each Firm and Fixed</p>
<p>4.10.3 Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male - Fire Retardant WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand: Flex9-ZFLFR9-IIIA</p> <p>Quantity: TBD</p>	<p>\$585.00/Each Firm and Fixed</p>
<p>4.10.4 Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Short Sleeve Short that can use armor for Long Sleeve Flex9-ZFLFR9-IIIA</p> <p>Quantity: TBD</p>	<p>\$200.00/Each Firm and Fixed</p>
<p>4.10.5 Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Not Fire Retardant -WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3</p> <p>Quantity: TBD</p>	<p>\$529.00/Each Firm and Fixed</p>

<p>4.10.6 Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Not Fire Retardant - NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Short Sleeve Short that can use armor for Long Sleeve Flex9-ZKSP</p> <p>Quantity: TBD</p>	<p>\$170.00/Each Firm and Fixed</p>
<p>4.10.7 Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Fire Retardant – WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3</p> <p>Quantity: TBD</p>	<p>\$649.00/Each Firm and Fixed</p>
<p>4.10.8 Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Short Sleeve Short that can use armor for Long Sleeve Flex9-ZKSPFR-3</p> <p>Quantity: TBD</p>	<p>\$200.00/Each Firm and Fixed</p>

4. **Delivery** – The Contractor agrees to deliver ordered product to the Boone County Sheriff’s Department within sixty (60) calendar days after measurement/sizing. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. **Warranty** – A one-year standard manufacturer warranty shall apply to the shirt and a five-year warranty on the armor to commence upon the County’s acceptance of ordered product.

Commission Order # _____

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

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

8. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

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

**FEDERAL RESOURCES
SUPPLY COMPANY**

by Charlotte Poe
title Director, Inside Sales

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Brianna L Lennon by MT
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION

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

Fund: 2901 - Account: 92300: \$15,246.00

<p>DocuSigned by:  Signature</p>	<p>8/6/2020 Date</p>	<p>Appropriation Account</p>
-----------------------------------------------------------------------------------------------------------------------------	---------------------------	------------------------------

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 \$25,000.00, 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.

Revised 1/17/2018

Liz Palazzolo

From: Karl Lewis <karl.lewis@federalresources.com>
Sent: Tuesday, July 14, 2020 11:46 AM
To: Liz Palazzolo
Subject: RE: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20

Follow Up Flag: Follow up
Flag Status: Flagged

I completely understand, and yes our pricing is still good.

Good luck!



Karl Lewis

Director – First Responder Solutions @ Federal Resources

karl.lewis@federalresources.com

www.federalresources.com

C: 423.355.6455

P: 800.892.1099

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Sent: Tuesday, July 14, 2020 11:38 AM
To: Karl Lewis <karl.lewis@federalresources.com>
Subject: RE: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20
Importance: High

Hi Karl- We are still reviewing budget issues and have not awarded this. Is your pricing still good? I reached-out to the Sheriff's Department to hear if they resolved their budget issue. I hope to hear one way or another about making the award soon.

From: Karl Lewis <karl.lewis@federalresources.com>
Sent: Friday, May 15, 2020 9:15 AM
To: Liz Palazzolo <LPalazzolo@boonecountymo.org>
Subject: RE: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20

Hi there Liz! I hope this wraps up everything you need for the armored shirt bid. If you need anything else, please let me know and I'll work on it right away.

Have a great weekend!

Karl



Karl Lewis

Director – First Responder Solutions @ Federal Resources

karl.lewis@federalresources.com

www.federalresources.com

C: 423.355.6455

P: 800.892.1099

From: Liz Palazzolo <LPalazzolo@boonecountymo.org>

Sent: Tuesday, May 12, 2020 5:28 PM

To: Karl Lewis <karl.lewis@federalresources.com>

Cc: charlotte.poe@federalresource.com

Subject: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20

Good afternoon Karl: Attached as discussed is a clarification form for pricing the Boone County Sheriff's Department is needing related to RFB 06-17APR20. The basic idea is they want a long sleeve shirt and a short sleeve shirt, and one set of armor that can be swapped between the long and short sleeve shirts. I think pricing for ballistic protection is different than pricing for stab-protection, and then a fire retardant version of each is different pricing as well so there's basically 4 different pricing options in play. I am also including the original quote you sent to the Sheriff's Department February 2019.

If you have any questions don't hesitate to ask.

Liz Palazzolo

Senior Buyer

Boone County Purchasing

Phone: 573-886-4392

Fax: 573-886-4390

613 E. Ash, Room 109

Columbia, MO 65201

Liz Palazzolo

From: Karl Lewis <karl.lewis@federalresources.com>
Sent: Friday, May 15, 2020 9:15 AM
To: Liz Palazzolo
Subject: RE: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20
Attachments: Flex9 Shirts Clarification Pricing.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi there Liz! I hope this wraps up everything you need for the armored shirt bid. If you need anything else, please let me know and I'll work on it right away.

Have a great weekend!

Karl



Karl Lewis

Director – First Responder Solutions @ Federal Resources

karl.lewis@federalresources.com

www.federalresources.com

C: 423.355.6455

P: 800.892.1099

From: Liz Palazzolo <LPalazzolo@boonecountymmo.org>
Sent: Tuesday, May 12, 2020 5:28 PM
To: Karl Lewis <karl.lewis@federalresources.com>
Cc: charlotte.poe@federalresource.com
Subject: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20

Good afternoon Karl: Attached as discussed is a clarification form for pricing the Boone County Sheriff's Department is needing related to RFB 06-17APR20. The basic idea is they want a long sleeve shirt and a short sleeve shirt, and one set of armor that can be swapped between the long and short sleeve shirts. I think pricing for ballistic protection is different than pricing for stab-protection, and then a fire retardant version of each is different pricing as well so there's basically 4 different pricing options in play. I am also including the original quote you sent to the Sheriff's Department February 2019.

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Phone: 573-886-4392

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613 E. Ash, Room 109

Columbia, MO 65201

History: This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male – Not Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLEX9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: Protect the Force FLEX 9</p> <p>Model: _PTFM-FLEX93A-2-L Long Sleeve Gen 2 Flex9 GS3A</p>	13	\$ 465.00
4.10.2	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve Shirt – Male - Not Fire</p>	13	\$ 170.00

	<p>Retardant - NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZFLEX9-III A or Equal – NO ARMOR IN SHORT-SLEEVE SHIRT PRICE</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _Protect the Force__</p> <p>Model: _PTFM-FLEX93A-2-S Short Sleeve Gen 2 Flex9 no armor</p>		
<p>4.10.3.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve-Male - Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-III A or Equal</p>	<p>13</p>	<p>\$585.00</p>

	<p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: Protect the Force__</p> <p>Model: PTFM-FLEX93A-2-L-FR Long Sleeve Gen 2 Flex9 GS3A FR</p>		
<p>4.10.4.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZFLFR9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: Protec the Force__</p> <p>Model: PTFM-FLEX93A-2-S-FR Short</p>	<p>13</p>	<p>\$ 200.00</p>

	Sleeve Gen 2 Flex9 FR no armor _____		
4.10.5.	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Not Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _Protect the Force_</p> <p>Model: _PTFM-FLEX9S3-L Long Sleeve Gen 2 Flex9 Spike 3____</p>	2	\$ 529.00
4.10.6.	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Not Fire Retardant - NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long</i></p>	2	\$ 170.00

	<p><i>Sleeve</i> Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: Protect the Force _</p> <p>Model: PTFM-FLEX9S3-S Short Sleeve Gen 2 Flex9 no armor__</p>		
<p>4.10.7.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Fire Retardant – WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _Protect the Force_</p>	<p>2</p>	<p>\$ 649.00</p>

	Model: PTFM-FLEX9S3-L-FR Long Sleeve Gen 2 Flex9 Spike 3 FR _____		
4.10.8.	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: __Protect the Force__</p> <p>Model: __PTFM-FLEX9S3-S-FR Short Sleeve Gen 2 Flex9 FR no armor__</p>	2	\$ 200.00

History: This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.

Liz Palazzolo

From: Liz Palazzolo
Sent: Tuesday, May 12, 2020 4:28 PM
To: 'Karl Lewis'
Cc: charlotte.poe@federalresource.com
Subject: Boone County Flex9 Shirts Clarification of Pricing RFB 06-17APR20
Attachments: Flex9 Shirts Clarification Pricing.docx; Fed Resource Flex Shirt Quote 2019.pdf

Good afternoon Karl: Attached as discussed is a clarification form for pricing the Boone County Sheriff's Department is needing related to RFB 06-17APR20. The basic idea is they want a long sleeve shirt and a short sleeve shirt, and one set of armor that can be swapped between the long and short sleeve shirts. I think pricing for ballistic protection is different than pricing for stab-protection, and then a fire retardant version of each is different pricing as well so there's basically 4 different pricing options in play. I am also including the original quote you sent to the Sheriff's Department February 2019.

If you have any questions don't hesitate to ask.

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Senior Buyer

Boone County Purchasing

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

History: This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial Contract Period
4.10.1	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male – Not Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLEX9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	13	\$
4.10.2	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve Shirt – Male - Not Fire Retardant - NO ARMOR</p>	13	\$

	<p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZFLEX9-III A or Equal – NO ARMOR IN SHORT-SLEEVE SHIRT PRICE</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.3.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male - Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than</p>	<p>13</p>	<p>\$</p>

	<p>one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.4.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZFLFR9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>13</p>	<p>\$</p>
<p>4.10.5.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male –</p>	<p>2</p>	<p>\$</p>

	<p>Not Fire Retardant - WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.6.</p>	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Not Fire Retardant - NO ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same</p>	<p>2</p>	<p>\$</p>

	<p>information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.7.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Fire Retardant – WITH ARMOR</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>2</p>	<p>\$</p>
<p>4.10.8.</p>	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Fire Retardant – NO ARMOR</p> <p>Sizes S-2XL</p>	<p>2</p>	<p>\$</p>

	<p>All colors</p> <p>Brand Reference: <i>Short Sleeve Short that can use armor for Long Sleeve</i> Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
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History: This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **06-17APR20**

Commodity Title: **FLEXIBLE ARMOR SHIRTS – TERM AND SUPPLY**
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT

**Bid Submission Address and Deadline – ONLY SEND
SEALED BIDS VIA USPO OR COURIER MAIL –
IN-PERSON BID SUBMISSION IS NOT ALLOWED AT
THIS TIME**

Day / Date: **Friday, April 17, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

Bid Opening – RESULTS WILL BE PUBLISHED ON-LINE

Day / Date: **Friday, April 17, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**

Insertion Date:
Wednesday March 18, 2020

- **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. Invitation:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of Flexible Armor Shirts as specified below for the Boone County Sheriff's Department as further specified herein.
- 1.1.2. **History:** This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.
- 1.2. Definitions:**
- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
- Bidder* - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A

“Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

- 1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
 - 1.3.1. **Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.
 - 1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
 - 1.3.3. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

- 1.4. **Award:** Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.
 - 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
 - 1.4.2. **Contract Document:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County’s RFB or are unacceptable to County legal counsel.

1.5. Contract Execution: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. Precedence: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. Compliance with Standard Terms and Conditions: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. TECHNICAL SPECIFICATIONS

-
- 2.1. General Requirements:** 439.30
- 2.1.1. The contractor shall provide flexible armor shirts, both long sleeve and short sleeve styles, male and female, on an as needed, if needed basis as ordered by the Boone County Sheriff's Department in accordance with the terms and specifications stated herein.
- 2.1.2. All flexible armor shirts shall provide protection against ballistic penetration while reducing resultant blunt trauma. At the option of the County, the contractor shall also make available shirts that provide stab protection.
- 2.1.3. The shirts provided by the contractor shall be available with all available options (e.g., warm weather and cold weather options), sizes (S-2XL), and colors. It is anticipated that the County will order Coyote tan shirts but other colors must be available upon request.
- 2.1.4. Shirts must include removable modular ballistic panels that allow for the shirts to be easily cleaned/laundered.
- 2.1.5. Shirts shall be light-weight and allow for range of motion
- 2.1.6. Shirts shall have an exoskeleton-type design allowing for articulation in the shoulder and deltoid region
- 2.1.7. Shirts shall be made of fabric that is breathable, anti-microbial, and moisture wicking
- 2.1.8. Shirts shall include at least one strategically accessible pocket, e.g., bicep pocket
- 2.2. Estimates – Minimum Order Requirements Prohibited:**
- 2.2.1. All quantities represented herein are estimates. The contractor shall understand and agree that the estimates as such are nonbinding on the County, and the County does not guarantee a specific quantity of purchase at the time of order or over the course of the contract period. In addition, the contractor shall not impose a minimum order requirement.

2.3. Sizing Chart and Samples:

2.3.1. The contractor shall provide a sizing chart and other recommendations to the Sheriff's Department to help officers determine the appropriate shirt size. Upon request, the contractor shall provide shirt samples to help determine size at no additional cost to the County.

2.4. Material and Panel Construction Requirements:

2.4.1. Flexible armor shirts shall be made of materials and manufactured in conformance with current NIJ Standard 0101.06 Level IIIA for ballistics resistance.

2.4.2. At the option of the County, the contractor shall also make available stab resistant flex armor shirts that shall meet current NIJ Standard 0115.00 Spike Class 3 requirements for stab/spike resistance.

2.5. NIJ Testing Requirements:

2.5.1. The flexible armor shirts provided by the contractor shall be in compliance with and certified by the current NIJ Standard 0101.06 Level IIIA for ballistics for the duration of each contract period.

2.6. Warranty and Replacement Requirements:

2.6.1. The standard manufacturer warranty at minimum shall be provided by the contractor. The warranty shall commence after delivery and acceptance by the County.

2.6.2. Within thirty (30) calendar days of notification to the contractor from the County, or longer if prior approved by the County on a case-by-case basis, the contractor must replace any defective flexible armor shirt or ballistic panels during the warranty period at no additional cost to the County.

2.7. Inspection of Flexible Armor Shirt After Delivery:

2.7.1. All flexible armor shirts purchased by the Sheriff's Department shall be subject to visual inspection. The contractor shall understand and agree that if a delivered flexible armor shirt fails to pass visual inspection, it shall be returned to the contractor at no cost to the County.

2.8. Packaging Requirements:

2.8.1. All flexible armor shirts shall be packaged and shipped consistent with good commercial practices

2.9. Designee:

2.9.1. For the purposes of the contract, the "designee" shall be the Boone County Sheriff's Department, Attention: Captain Gary German, 2121 County Drive, Columbia, MO 65202.

2.10. Delivery Address:

2.10.1. All ordered products shall be delivered to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.

2.10.2. **Delivery Terms:** All products shall be delivered FOB Destination, Freight Prepaid and Allowed – Inside Delivery by the time indicated on the Vendor Response and Pricing Pages. The contractor shall promptly communicate to the Sheriff’s Department designee any delay in delivery of the flexible armor shirts or conducting requested measurements that would cause the contractor to perform later than the times shown. As stated previously, all delivery shall be provided FOB Destination with freight and transportation charges including related insurance fully included in quoted pricing, and prepaid by the contractor.

2.11. Contractor Sample Assurance:

2.11.1. The contractor shall agree that products provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the Sheriff’s Department for the duration of the contract.

2.12. Replacement of Damaged Product:

2.12.1. The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning defective or damaged items to the contractor for replacement.

2.13. Return of Goods:

2.13.1. The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.14. Product Substitutions:

2.14.1. The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

2.14.2. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor’s failure to provide an acceptable substitute may result in cancellation or termination of the contract.

2.14.3. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution. Any substitute shall be subject to a vest demo/trial as described herein.

- 2.14.4. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- 2.14.5. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 2.14.6. No substitutions of product shall be made without the prior written approval of the County Purchasing Department on behalf of the Sheriff's Department. Any such change to the contract must be accomplished through a formal written amendment to the contract produced by the Purchasing Department and approved by the Boone County Commission.

2.15. Billing and Payment:

- 2.15.1. Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.15.2. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.15.3. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.15.4. The County will pay the contractor the pricing quoted on the Vendor Response and Pricing Pages of the contract for the acceptable vest(s) as the result of the vest trial after the County awards the contract.

2.16. Contract Period:

- 2.16.1. The contract period shall be from **the Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.17. Pricing:

- 2.17.1. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.17.2. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.17.3. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.17.4. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 2.17.5. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.18. Contract Extension:

- 2.18.1. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.19. Reports:

- 2.19.1. Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

3.1 RESPONSE CONTENT:

3.1.1. It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2 SUBMITTAL OF RESPONSES:

3.2.1. Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. IN-PERSON BID SUBMISSION IS NOT ALLOWED AT THIS TIME. USE THE USPO OR COURIER MAIL TO SUBMIT THE BIDDER'S SEALED BID.

3.2.2. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.

3.2.3. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

3.3. BID OPENING:

3.3.1. On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud and posted on-line. While the bid opening is public the bidder is advised to contact the Buyer if planning to attend. Attendance is discouraged at this time – all bid results will be made available on-line.

3.4. REMOVAL FROM VENDOR DATABASE:

3.4.1. If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.5. RESPONSE CLARIFICATION:

3.5.1. The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.

- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

3.6. FLEXIBLE ARMOR SHIRT DEMO/TRIAL:

3.6.1. As the County deems necessary, a flexible armor shirt demonstration/trial shall be part of the bid evaluation process. Upon the County's request, the bidder shall provide and allow the County to test at least two (2) samples of the flexible armor shirt bid for a minimum 6 weeks and as long as 8-weeks as part of the bid evaluation process. The vest demo/trial shall be conducted at no cost to the County. The bidder has the option of bidding more than one flexible armor shirt model. The bidder shall understand that the decision of the County shall be final at the end of the trial period regarding the preferred flexible armor shirt. The County will return any tested flexible armor shirt (s) that is not chosen after the trial period; the bidder shall pick-up the flexible armor shirt from the Boone County Sheriff's Department upon the County's request, or otherwise be responsible for the costs of return.

\$



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Federal Resources Supply Company
- 4.2. Address: 235G Log Canoe Circle
- 4.3. City/Zip: Stevensville, MD 21666
- 4.4. Phone Number: 800-892-1099
- 4.5. Fax Number: 410-643-7701
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: Charlotte Poe, charlotte.poe@federalresources.com
- 4.7. Federal Tax ID or Social Security #: 522133636
- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand): 

4.8.2. Type or Print Signed Name: Charlotte Poe

4.8.3. Today’s Date: 04/15/2020

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.10 PRICING:

The bidder shall complete firm, fixed pricing below. Specifications presented herein identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial Contract Period
4.10.1	Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male Sizes S-2XL All colors Brand Reference: Flex9-ZFLEX9-III A or Equal	13	\$ 465.00

	<p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Long Sleeve Gen 2 Flex9 GS3A</u></p>		
4.10.2	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLEX9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Short Sleeve Gen 2 Flex9 GS3A</u></p>	13	\$ <u>450.00</u>
4.10.3.	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p>	13	\$ <u>585.00</u>

	<p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Long Sleeve Gen 2 Flex9 GS3A FR</u></p>		
<p>4.10.4.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Short Sleeve Gen 2 Flex9 GS3A FR</u></p>	<p>13</p>	<p>\$ 565.00</p>

<p>4.10.5.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Long Sleeve Gen 2 Flex9 Spike 3</u></p>	<p>2</p>	<p>\$ 529.00</p>
<p>4.10.6.</p>	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p>	<p>2</p>	<p>\$ 515.00</p>

	<p>Model: <u>Short Sleeve Gen 2 Flex9 Spike 3</u></p>		
4.10.7.	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male – Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: <u>Protect the Force</u></p> <p>Model: <u>Long Sleeve Gen 2 Flex9 Spike 3 FR</u></p>	2	\$ 649.00
4.10.8.	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male – Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid,</p>	2	\$ 640.00

	provide the same information for each shirt being bid. Brand: <u>Protect the Force</u> Model: <u>Short Sleeve Gen 2 Flex9 Spike 3 FR</u>		
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4.10.10 Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial (i.e., first) contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.10.1 Renewal Option Percentage Price Adjustment
1st Renewal Period**

0 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease: _____

**4.10.10.2 Renewal Option Percentage Price Adjustment
2nd Renewal Period**

2 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease: _____

**4.10.10.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

3 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: OR Minimum Decrease: _____

4.11. Delivery Time:

4.11.1. **Delivery of Flexible Armor Shirt:** The desired delivery of a flexible armor short after measurements have been made is thirty (30) calendar days after the receipt measurement. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: 60 calendar days after measurement.

4.11.2. **Bidders Note:** The representation made above shall be contractually binding if the bidder is awarded a contract.

4.12. Disclose Litigation, If Any:

4.12.1. The bidder **must** disclose all legal claims, current and pending, which have been made against the manufacturer of the flexible armor shirt(s) being bid. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of bid. If there are no legal claims, the bidder is strongly advised to indicate "none" or "N/A" below – **do not leave the space blank.** It is strongly encouraged that the information be included with the bid. Such material must be provided upon request of the Purchasing Department if not included in the bid, and it shall be produced within five (5) business days of the request. Failure to provide requested information may result in disqualification of the bid.

No current or pending legal claims against this manufacturer.

4.13. Documentation Requirements: The bidder must provide/attach the following documentation with the sealed bid which is preferred or within five (5) business days of request by the Purchasing Department as part of the evaluation of the bid in order to be considered for an award. Failure to comply may result in disqualification of the bid.

4.13.1. **Ballistics Certification:** NIJ Standard 0101.06 Level IIIA - include proof of current certification and test reports from an accredited and independent laboratory.

4.13.4. **Quality Assurance:** provide documents that address quality assurance training and quality control procedures in the manufacture of the vest(s) and carrier(s) being bid.

4.13.6. **Wear Weight:** What is the weight in #'s/ounces of the flexible armor shirt, long sleeve and short sleeve:

Long Sleeve Flexible Armor Shirt: 4.1 lbs.

Short Sleeve Flexible Armor Short: 3.5 lbs.

4.14. Size Charts

Provide as an attachment or describe below the bidder's size chart for ordering the armor shirt, e.g., tall, short, regular, etc.

Shirts normally run large, so manufacturer suggests going down one size from the user's normal t-shirt size. Example: if user wears XL t-shirt then they should order a large.

4.15. Customer Service

Describe in the available space how the bidder will perform customer service to manage/serve the Sheriff Department account:

customer service number is 423-377-1187

4.16. Warranty:

The standard manufacturer's warranty shall be provided to commence upon delivery and acceptance of the flexible armor shirt. The bidder should address in the available space the parts and labor warranty length and any other warranty terms that apply:

Shirt: 12 months Armor: 5 years

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Charlotte Poe, Director , Inside Sales

Name and Title of Authorized Representative



Signature

04/15/2020

Date

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

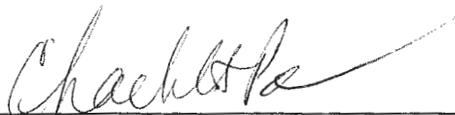
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature

04/15/2020
Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



Company ID Number: 185450

Approved by:

Employer Federal Resources Supply Company	
Name (Please Type or Print) Martha F Siburt	Title
Signature Electronically Signed	Date 01/29/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/29/2009



Company ID Number: 185450

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Federal Resources Supply Company
Company Facility Address	235-G Log Canoe Circle Stevensville, MD 21666
Company Alternate Address	
County or Parish	QUEEN ANNES
Employer Identification Number	522133636
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



Company ID Number: 185450

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MARYLAND

1 site(s)



Company ID Number: 185450

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Martha F Siburt
Phone Number (410) 630 - 8479
Fax Number (410) 643 - 8499
Email Address martha.siburt@federalresources.com



Company ID Number: 185450

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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.

Option

- N/A 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.
- N/A 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.
- N/A 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.

Not applicable
Applicant

04/15/2020
Date

N/A
Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 06-17APR20–Flexible Armor Shirts – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



**ADDENDUM #2 to RFB 06-17APR20
FLEXIBLE ARMOR SHIRTS**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid #06-17APR20 - Flexible Armor Shirts

ADDENDUM # 2 - Issued April 1, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 06-17APR20:

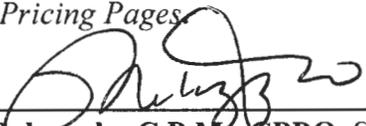
1. The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo
lpalazzolo@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

This addendum is issued in accordance with the RFB and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
 Liz Palazzolo, C.P.M., CPPO, Senior Buyer
 Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #06-17APR20 - Flexible Armor Shirts**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



**ADDENDUM #1 to RFB 06-17APR20
FLEXIBLE ARMOR SHIRTS**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Melinda Bobbitt, Director

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

Email: mbobbitt@boonecountymmo.org

BOONE COUNTY, MISSOURI

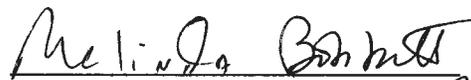
Request for Bid #06-17APR20 - Flexible Armor Shirts

ADDENDUM # 1 - Issued March 25, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 06-17APR20:

1. Due to the COVID pandemic and the County working in locked buildings, we request that Offerors submit their proposal responses by USPO (not courier, not walk-ins).

This addendum is issued in accordance with the RFB and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: 
Melinda Bobbitt, Director
Boone County Purchasing 

The bidder has examined **Addendum #1 to Request for Bid #06-17APR20 - Flexible Armor Shirts**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **06-17APR20**

**Commodity Title: FLEXIBLE ARMOR SHIRTS – TERM AND SUPPLY
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

**Bid Submission Address and Deadline – ONLY SEND
SEALED BIDS VIA USPO OR COURIER MAIL –
IN-PERSON BID SUBMISSION IS NOT ALLOWED AT
THIS TIME**

Day / Date: **Friday, April 17, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor’s expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

**Bid Opening – RESULTS WILL BE PUBLISHED ON-
LINE**

Day / Date: **Friday, April 17, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Bidder’s Instructions and Evaluation**
- 4.0: **Vendor’s Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**

- **“No Bid” Response Form**

Insertion Date:
Wednesday March 18, 2020

1. Introduction and General Conditions of Bidding

- 1.1. Invitation:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of Flexible Armor Shirts as specified below for the Boone County Sheriff's Department as further specified herein.
- 1.1.2. **History:** This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.
- 1.2. Definitions:**
- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
- Bidder* - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.
Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A

“Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

- 1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

- 1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.
 - 1.3.1. **Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymmo.org.
 - 1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
 - 1.3.3. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

- 1.4. **Award:** Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.
 - 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
 - 1.4.2. **Contract Document:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County’s RFB or are unacceptable to County legal counsel.

1.5. **Contract Execution:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **Compliance with Standard Terms and Conditions:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **TECHNICAL SPECIFICATIONS**

2.1. **General Requirements:**

2.1.1. The contractor shall provide flexible armor shirts, both long sleeve and short sleeve styles, male and female, on an as needed, if needed basis as ordered by the Boone County Sheriff's Department in accordance with the terms and specifications stated herein.

2.1.2. All flexible armor shirts shall provide protection against ballistic penetration while reducing resultant blunt trauma. At the option of the County, the contractor shall also make available shirts that provide stab protection.

2.1.3. The shirts provided by the contractor shall be available with all available options (e.g., warm weather and cold weather options), sizes (S-2XL), and colors. It is anticipated that the County will order Coyote tan shirts but other colors must be available upon request.

2.1.4. Shirts must include removable modular ballistic panels that allow for the shirts to be easily cleaned/laundered.

2.1.5. Shirts shall be light-weight and allow for range of motion

2.1.6. Shirts shall have an exoskeleton-type design allowing for articulation in the shoulder and deltoid region

2.1.7. Shirts shall be made of fabric that is breathable, anti-microbial, and moisture wicking

2.1.8. Shirts shall include at least one strategically accessible pocket, e.g., bicep pocket

2.2. **Estimates – Minimum Order Requirements Prohibited:**

2.2.1. All quantities represented herein are estimates. The contractor shall understand and agree that the estimates as such are nonbinding on the County, and the County does not guarantee a specific quantity of purchase at the time of order or over the course of the contract period. In addition, the contractor shall not impose a minimum order requirement.

2.3. Sizing Chart and Samples:

2.3.1. The contractor shall provide a sizing chart and other recommendations to the Sheriff's Department to help officers determine the appropriate shirt size. Upon request, the contractor shall provide shirt samples to help determine size at no additional cost to the County.

2.4. Material and Panel Construction Requirements:

2.4.1. Flexible armor shirts shall be made of materials and manufactured in conformance with current NIJ Standard 0101.06 Level IIIA for ballistics resistance.

2.4.2. At the option of the County, the contractor shall also make available stab resistant flex armor shirts that shall meet current NIJ Standard 0115.00 Spike Class 3 requirements for stab/spike resistance.

2.5. NIJ Testing Requirements:

2.5.1. The flexible armor shirts provided by the contractor shall be in compliance with and certified by the current NIJ Standard 0101.06 Level IIIA for ballistics for the duration of each contract period.

2.6. Warranty and Replacement Requirements:

2.6.1. The standard manufacturer warranty at minimum shall be provided by the contractor. The warranty shall commence after delivery and acceptance by the County.

2.6.2. Within thirty (30) calendar days of notification to the contractor from the County, or longer if prior approved by the County on a case-by-case basis, the contractor must replace any defective flexible armor shirt or ballistic panels during the warranty period at no additional cost to the County.

2.7. Inspection of Flexible Armor Shirt After Delivery:

2.7.1. All flexible armor shirts purchased by the Sheriff's Department shall be subject to visual inspection. The contractor shall understand and agree that if a delivered flexible armor shirt fails to pass visual inspection, it shall be returned to the contractor at no cost to the County.

2.8. Packaging Requirements:

2.8.1. All flexible armor shirts shall be packaged and shipped consistent with good commercial practices

2.9. Designee:

2.9.1. For the purposes of the contract, the "designee" shall be the Boone County Sheriff's Department, Attention: Captain Gary German, 2121 County Drive, Columbia, MO 65202.

2.10. Delivery Address:

2.10.1. All ordered products shall be delivered to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.

2.10.2. **Delivery Terms:** All products shall be delivered FOB Destination, Freight Prepaid and Allowed – Inside Delivery by the time indicated on the Vendor Response and Pricing Pages. The contractor shall promptly communicate to the Sheriff's Department designee any delay in delivery of the flexible armor shirts or conducting requested measurements that would cause the contractor to perform later than the times shown. As stated previously, all delivery shall be provided FOB Destination with freight and transportation charges including related insurance fully included in quoted pricing, and prepaid by the contractor.

2.11. Contractor Sample Assurance:

2.11.1. The contractor shall agree that products provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the Sheriff's Department for the duration of the contract.

2.12. Replacement of Damaged Product:

2.12.1. The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning defective or damaged items to the contractor for replacement.

2.13. Return of Goods:

2.13.1. The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.14. Product Substitutions:

2.14.1. The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Department.

2.14.2. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

2.14.3. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution. Any substitute shall be subject to a vest demo/trial as described herein.

- 2.14.4. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- 2.14.5. The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.
- 2.14.6. No substitutions of product shall be made without the prior written approval of the County Purchasing Department on behalf of the Sheriff's Department. Any such change to the contract must be accomplished through a formal written amendment to the contract produced by the Purchasing Department and approved by the Boone County Commission.

2.15. Billing and Payment:

- 2.15.1. Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.15.2. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.15.3. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.15.4. The County will pay the contractor the pricing quoted on the Vendor Response and Pricing Pages of the contract for the acceptable vest(s) as the result of the vest trial after the County awards the contract.

2.16. Contract Period:

- 2.16.1. The contract period shall be from **the Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.17. Pricing:

- 2.17.1. Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

- 2.17.2. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.17.3. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.17.4. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
- 2.17.5. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.18. Contract Extension:

- 2.18.1. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.19. Reports:

- 2.19.1. Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

3.1 RESPONSE CONTENT:

- 3.1.1. It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2 SUBMITTAL OF RESPONSES:

- 3.2.1. Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. IN-PERSON BID SUBMISSION IS NOT ALLOWED AT THIS TIME. USE THE USPO OR COURIER MAIL TO SUBMIT THE BIDDER'S SEALED BID.
- 3.2.2. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.3. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

3.3. BID OPENING:

- 3.3.1. On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud and posted on-line. While the bid opening is public the bidder is advised to contact the Buyer if planning to attend. Attendance is discouraged at this time – all bid results will be made available on-line.

3.4. REMOVAL FROM VENDOR DATABASE:

- 3.4.1. If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.

3.5. RESPONSE CLARIFICATION:

3.5.1. The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.

- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

3.6. FLEXIBLE ARMOR SHIRT DEMO/TRIAL:

3.6.1. As the County deems necessary, a flexible armor shirt demonstration/trial shall be part of the bid evaluation process. Upon the County's request, the bidder shall provide and allow the County to test at least two (2) samples of the flexible armor shirt bid for a minimum 6 weeks and as long as 8-weeks as part of the bid evaluation process. The vest demo/trial shall be conducted at no cost to the County. The bidder has the option of bidding more than one flexible armor shirt model. The bidder shall understand that the decision of the County shall be final at the end of the trial period regarding the preferred flexible armor shirt. The County will return any tested flexible armor shirt (s) that is not chosen after the trial period; the bidder shall pick-up the flexible armor shirt from the Boone County Sheriff's Department upon the County's request, or otherwise be responsible for the costs of return.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: _____

4.7. Federal Tax ID or Social Security #: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today’s Date: _____

4.9. Cooperative Procurement: Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.10 PRICING:

The bidder shall complete firm, fixed pricing below. Specifications presented herein identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total Price Per Each for the Initial Contract Period
4.10.1	Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male Sizes S-2XL All colors Brand Reference: Flex9-ZFLEX9-III A or Equal	13	\$ _____

	<p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.2</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLEX9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>13</p>	<p>\$</p>
<p>4.10.3.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p>	<p>13</p>	<p>\$</p>

	<p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
<p>4.10.4.</p>	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>13</p>	<p>\$</p>

<p>4.10.5.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>2</p>	<p>\$</p>
<p>4.10.6.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Short Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p>	<p>2</p>	<p>\$</p>

	<p>Model: _____</p>		
<p>4.10.7.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>2</p>	<p>\$</p>
<p>4.10.8.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Short Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid,</p>	<p>2</p>	<p>\$</p>

provide the same information for each shirt being bid. Brand: _____ Model: _____		

4.10.10 Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial (i.e., first) contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.10.1 Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.10.2 Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.10.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. Delivery Time:

4.11.1. **Delivery of Flexible Armor Shirt:** The desired delivery of a flexible armor short after measurements have been made is thirty (30) calendar days after the receipt measurement. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days after measurement.

4.11.2. **Bidders Note:** The representation made above shall be contractually binding if the bidder is awarded a contract.

4.12. Disclose Litigation, If Any:

4.12.1. The bidder **must** disclose all legal claims, current and pending, which have been made against the manufacturer of the flexible armor shirt(s) being bid. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of bid. If there are no legal claims, the bidder is strongly advised to indicate "none" or "N/A" below – do not leave the space blank. It is strongly encouraged that the information be included with the bid. Such material must be provided upon request of the Purchasing Department if not included in the bid, and it shall be produced within five (5) business days of the request. Failure to provide requested information may result in disqualification of the bid.

4.13. Documentation Requirements: The bidder must provide/attach the following documentation with the sealed bid which is preferred or within five (5) business days of request by the Purchasing Department as part of the evaluation of the bid in order to be considered for an award. Failure to comply may result in disqualification of the bid.

4.13.1. Ballistics Certification: NIJ Standard 0101.06 Level IIIA - include proof of current certification and test reports from an accredited and independent laboratory.

4.13.4. **Quality Assurance:** provide documents that address quality assurance training and quality control procedures in the manufacture of the vest(s) and carrier(s) being bid.

4.13.6. **Wear Weight:** What is the weight in #'s/ounces of the flexible armor shirt, long sleeve and short sleeve:

Long Sleeve Flexible Armor Shirt:

Short Sleeve Flexible Armor Short:

4.14. Size Charts

Provide as an attachment or describe below the bidder's size chart for ordering the armor shirt, e.g., tall, short, regular, etc.

4.15. Customer Service

Describe in the available space how the bidder will perform customer service to manage/serve the Sheriff Department account:

4.16. Warranty:

The standard manufacturer's warranty shall be provided to commence upon delivery and acceptance of the flexible armor shirt. The bidder should address in the available space the parts and labor warranty length and any other warranty terms that apply:

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



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

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 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 – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 06-17APR20–Flexible Armor Shirts – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 27-16JUL20 – Speer Gold Dot 124+P Bonded 9mm Ammunition for the Boone County Sheriff's Department to Gulf State Distributors of Montgomery, Alabama.

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

Done this 13th day of August 2020.

ATTEST:

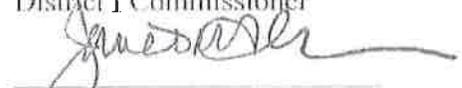

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: 07/28/20
RE: Award of RFB 27-16JUL20 – Speer Gold Dot 124+P Bonded 9mm Ammunition for the Boone County Sheriff's Department

Request for Bid 27-16JUL20 for Speer Gold Dot 124+P Bonded 9mm Ammunition for the Boone County Sheriff's Department received two bids. It is noted for the record that only Gulf States Distributors submitted pricing for the ammunition. The other bidder only offered trade-in pricing. The bids were evaluated by Captain Gary German, Sergeant Mike Perkins, and Brandon Weber, Investigator for the Boone County Sheriff's Department.

The cost evaluation was conducted by the Purchasing Department and reviewed by the Sheriff's Department. The recommendation for award is to the lowest and best bid offered by Gulf State Distributors of Montgomery, Alabama that includes acquisition of the ammunition with all quoted trade-in pricing. Trade-in pricing will be deducted from acquisition pricing for the final award amount.

The contract period will run from August 1, 2020 through February 28, 2021.

Payment will be made from the following Department/Account codes:

- 1255 – Corrections/23200 – Ammunition: \$250.00
- 1251 – Sheriff/23200 – Ammunition: \$4,050.00
- 2901 – Sheriff Operations – LE Sales Tax/23200 – Ammunition: \$482.34

/lp

Attachment: Cost Evaluation

Cost Evaluation: RFB 27-16JUL20 Speer Gold Dot 124+P Bonded 9mm Ammunition				
Bid Tabulation	QTY	Kiesler Police Supply	Gult States Distributors	Extended Pricing for Gulf States
Line Item 4.10.1 Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) Box of 50 Price per each round	65 Boxes Used for Cost Evaluation - RFB used 1,300 Boxes of 50 Rounds (Total 65,000 rounds) - Gulf States bid a per case price for 1,000 rounds	No Bid Note - tied to bid for Glocks 26-16JUL20	\$ 322.25	\$ 20,946.25
Trade In Deduction - If Applicable FEDP40HS1G .40 180gr Hydra-Shok HP Total		\$ 23,200.00	\$ 26,100.00	
Trade In Deduction - If Applicable Winchester .40 180gr FMJ – 50 rounds per box Total		\$ 6,120.00	\$ 7,140.00	
Trade In Deduction - If Applicable BVAC FMJ.40 180gr JHP Total		\$ 2,160.00	\$ 1,620.00	
Trade In Deduction - If Applicable Remington Golden Saber JHP .40 180gr Total		\$ 1,840.00	\$ 2,530.00	
Trade In Deduction - If Applicable Glock 22 15-Round Magazines (used) Total		\$ 780.00	\$ 1,950.00	
Total Trade-In Deduction		\$ 34,100.00	\$ 39,340.00	
Total Acquisition Price Minus Trade- In Credit		NA	\$ (18,393.75)	

**PURCHASE AGREEMENT
FOR
SPEER GOLD DOT 124+P BONDED 9MM AMMUNITION**

THIS AGREEMENT dated the 13th day of August 2019 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gulf States Distributors, Inc.** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Speer Gold Dot 124+P Bonded 9mm Ammunition**, County of Boone Request for Bid, bid number **27-16JUL20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions, as well as the Contractor's bid response dated **July 1, 2020**, executed by **Tommy Trammell** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Introduction and General Conditions of Bidding, Scope of Work, Bidder's Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Certification Form, Lobbying Certification Form, Work Authorization Certification, and Boone County's Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The initial contract period shall be the **August 1, 2020 through February 28, 2021**.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following Speer Gold Dot 124+P Bonded 9mm Ammunition.

Speer Gold Dot 124+P Bonded 9mm Ammunition	
4.10.1 Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) 1,000-rounds per box Quantity: 78 Boxes (1,000 round box)	\$322.25/Each 1,000-Round Box (\$.32225 per round) – Firm and Fixed

4. Trade-In Credit: The amount of credit shall be deducted from the acquisition price for the ammunition. The County shall pay the resulting reduced amount.

Total Quantity (QTY) or Lot	Description	Per Each Case Trade-In Deduction/Credit	TOTAL Deduction/Credit = (Per Each X's QTY)
116,000 Rounds	FEDP40HS1G .40 180gr Hydra-Shok HP	\$225.00 per case	\$26,100.00
51,000 Rounds	Winchester .40 180gr FMJ – 50 rounds per box	\$7.00 per 50 round box	\$7,140.00

18,000 Rounds	BVAC FMJ.40 180gr JHP	\$45.00 per 500 round box	\$1,620.00
11,500 Rounds	Remington Golden Saber JHP .40 180gr	\$110.00 per 500 round box	\$2,530.00
390	Glock 22 15-Round Magazines (used)	\$5.00 per magazine	\$1,950.00

5. Delivery – The Contractor agrees to deliver ordered product to the Boone County Sheriff's Department within 90-120 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

6. Warranty – A one-year standard manufacturer warranty shall apply to commence upon the County's acceptance of ordered product.

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

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

9. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

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

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

GULF STATES DISTRIBUTORS, INC.

DocuSigned by:
by Garnie Trammell
A8780E783D88408...
title LE Sales

BOONE COUNTY, MISSOURI

by: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
[Signature]
County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon by MT
Brianna Lennon, County Clerk

AUDITOR CERTIFICATION

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

Fund: 1255 - Account: 23200 \$250.00
Fund: 1251 - Account: 23200: \$4,050.00
Fund: 2901 - Account: 23200: \$482.34

DocuSigned by:
[Signature]
Signature
8/5/2020
Date
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000.00, 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.

Revised 1/17/2018

Liz Palazzolo

From: Tommy Trammell <tommy@gulfstatesdist.com>
Sent: Monday, July 13, 2020 12:35 PM
To: Liz Palazzolo
Cc: Geanie Trammell
Subject: Bid 27-16JUL20
Attachments: Boone County Bid.pdf

Importance: High

Please confirm you received this bid packet.

Thank you.

*Tommy Trammell
Vice President
Gulf States Distributors Inc.
6000 East Shirley Lane
Montgomery AL, 36117
800-223-7869
334-279-9267 Fax*



Visit www.gulfstatesdist.com to see over 100 product lines we offer!
Click the Gunbroker logo and go straight to our auctions for GREAT deals on new and used firearms.
Stay up-to-date! Be the first to know about sales and events! like us on facebook!

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Request for Bid (RFB)

**Boone
County
Purchasing**

613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **27-16JUL20**

Commodity Title: Speer Gold Dot 124+P Bonded 9mm Ammunition
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, July 16, 2020**
Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day / Date: **Thursday, July 16, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above
Bid Tabulation – available on-line
<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond **by e-mailed bid response** by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of Speer Gold Dot 124+P Bonded 9mm Ammunition for use with Glock 17 Gen 5 and Glock 19 Gen 5 pistols for the Boone County Sheriff's Department as further specified in greater detail in Section 2.
- 1.1.2. **Brand Specific Requirement:** The County requires only the Speer Gold Dot 124+P bonded 9mm ammunition be bid. Other brands will be deemed unacceptable. The Sheriff's Department in coordination with the Boone County Firearms Committee has conducted prior testing and has determined the named ammunition be purchased.
- 1.1.3. **Trade-In:** The Boone County Sheriff's Department has the following unopened boxed ammunition and magazines for trade. Any trade-in pricing submitted shall be subtracted from the quoted acquisition price to determine the actual pay-out price the Sheriff's Department will pay for the new ammunition.

Quantity/Rounds	Description
116,000	Federal Hydra-Shock
51,000	Winchester FMJ
15,000	BVAC FMJ
11,500	Remington Golden Saber
390	Glock 22 15-Round Magazines (used)

1.2. DEFINITIONS:

- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1.

The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION**: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence**: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS**: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **General Requirements**: The contractor shall provide new Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) ammunition as ordered by the County. Reloaded or remanufactured, etc. ammunition shall be deemed unacceptable and rejected.

2.2. **Replacement of Damaged Product**: The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.3. **Minimum Order Quantity**: The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.

2.4. **Return of Goods**: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5. **Warranty**: The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any ammunition that fails to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the ammunition by the County.

2.6. **Delivery**: The contractor shall deliver new ammunition within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on

the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

- 2.6.1 Shipment of Traded Ammunition: The County shall be responsible for boxing and shipping traded ammunition to the contractor at the County's expense. ** bid states will pay freight charges .*
- 2.7. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.7.1. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.7.2. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.7.3. Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period.
- 2.7.4. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.8. Trade-In Credit: If a trade-in credit is awarded, then the amount of credit shall be deducted from the acquisition price for the ammunition. The County shall pay the resulting reduced amount.
- 2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.10. Contract Period: The contract period shall be from **Date of Award through Six (6) Months.** The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.11. Contract Extension: The contractor shall agree that the County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six

(6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

- 2.12. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.13. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to the purchase and sale of ammunition.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 Response Content: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 Submittal of Responses: Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal: Submit the completed bid to the e-mail address indicated on page 1.
- 3.2.2. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>.
- 3.3. Bid Opening: On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. Removal From Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. Response Clarification: The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.5.1. Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.7. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price. Any trade-in pricing shall be applied to the overall total. The resulting total price will be used to compare bids. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.8. Validity of Bid and Pricing: The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. Sovereign Immunity: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.11. Description of Products Being Bid to County: The vendor is advised to submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor.
- 3.11.1. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.



4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

-
- 4.1. Company Name: Gulf States Distributors Inc.
- 4.2. Address: 6000 East Shirley Lane
- 4.3. City/Zip: Montgomery, AL 36117
- 4.4. Phone Number: 800-223-7869
- 4.5. Fax Number: 334-279-9267
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: Tommy Trammell Tommy@gulfstatesdist.com
- 4.7. Federal Tax ID or Social Security #: 63-0803427

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand): [Signature]

4.8.2. Type or Print Signed Name: Tommy Trammell

4.8.3. Today's Date: 7-1-20

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?
 _____ Yes No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.10. PRICING:

The bidder must bid all items by indicating a price or indicating "No Charge." All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). Only the Speer Gold Dot ammunition will be accepted.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Price Per <u>Each Round</u> for the Initial/First Contract Period
4.10.1.	Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) Box of 50 Price per each round	1,300 Boxes of 50 Rounds (Total 65,000 rounds)	\$.32225 OR \$ 322.25 per 1,000 rounds

4.10.2. **TRADE-IN DEDUCTION/CREDIT:** Price good until 1-31-21

The County has the following .40 Smith and Wesson factory boxed ammunition for trade. The vendor has the option of offering a trade-in for one, some or all of the following. The trade shall include the complete identified quantity and it shall be firm and fixed: but states will pay freight charges for trade ammo.

	Total Quantity (QTY) or Lot	Description	Per Each Case Trade-In Deduction/Credit	TOTAL Deduction/Credit = (Per Each X's QTY)
4.10.2.1	116,000 Rounds	FEDP40HS1G .40 180gr Hydra-Shok HP	\$ 225. ⁰⁰ per case	\$ 26,100. ⁰⁰
4.10.2.2	51,000 Rounds	Winchester .40 180gr FMJ - 50 rounds per box	\$ 7. ⁰⁰ per 50rd box	\$ 7,140. ⁰⁰
4.10.2.3	18,000 Rounds	BVAC FMJ.40 180gr JHP	\$ 45. ⁰⁰ per 50rd case	\$ 1,620. ⁰⁰
4.10.2.4	11,500 Rounds	Remington Golden Saber JHP .40 180gr	\$ 110. ⁰⁰ per 50rd case	\$ 2,530. ⁰⁰
4.10.2.5	390	Glock 22 15-Round Magazines (used)	\$ 5. ⁰⁰ per mag	\$ 1,950. ⁰⁰

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: 90-120 calendar days ARO. ~~*~~ Order ASAP to cut down on delivery time.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: 1 year

Warranty on Labor: N/A

4.13. **Contact Information:** Provide the name and contact information of the Single Point of Contact at the vendor's business that will serve as the County's primary contact for all transactions under the contract:

Contact Name: Bonnie Trammell

Address: 6000 East Shirley Lane Montgomery AL 36117

Phone#/E-Mail Address: 800-223-7869 bonnie@gulfstatesdist.com

Hours of Access: 8:00 to 4:30 M-F

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with the bid response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Tommy Trammell Vice President

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

7-1-2020

Date

(Please complete and return with the bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Vendor Signature

7-1-2020
Date

Boone County Purchasing



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

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:

<https://www.e-verify.gov/>

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

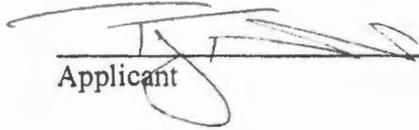
If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- 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 – see following page) 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.

 7-1-20
Applicant Date

Tommy Trammell
Printed Name



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018

N/A



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

"No Bid" Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

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

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

Bid: 27-16JUL20 – Speer Gold Dot 124+P Bonded 9mm Ammunition

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

DRIVER LICENSE
ALABAMA



NO. 6455050 CLASS **DV**
D.O.B. **09-09-1979** EXP **10-11-2022**
THOMAS EUGENE TRAMMELL JR
40 W HUNTER HILL LOOP
PIKE ROAD AL 36064-2560
ENDORSEMENTS * BEST
ISS **10-03-2018** SEX **M** HT **6-04** EYES **BRO**
WT **200** HAIR **BRO**

Secretary of Transportation
Secretary of Law Enforcement



Request for Bid (RFB)

**Boone
County
Purchasing**

613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **27-16JUL20**

Commodity Title: **Speer Gold Dot 124+P Bonded 9mm Ammunition**
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, July 16, 2020**
Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

: The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer
lpalazzolo@boonecountymmo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

Bid Opening

Day / Date: **Thursday, July 16, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above
Bid Tabulation – available on-line
<https://www.showmeboone.com/purchasing/bids/>

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder’s Instructions and Evaluation**
- 4.0: **Vendor’s Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by **e-mailed bid response** by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of Speer Gold Dot 124+P Bonded 9mm Ammunition for use with Glock 17 Gen 5 and Glock 19 Gen 5 pistols for the Boone County Sheriff's Department as further specified in greater detail in Section 2.
- 1.1.2. **Brand Specific Requirement:** The County requires only the Speer Gold Dot 124+P bonded 9mm ammunition be bid. Other brands will be deemed unacceptable. The Sheriff's Department in coordination with the Boone County Firearms Committee has conducted prior testing and has determined the named ammunition be purchased.
- 1.1.3. **Trade-In:** The Boone County Sheriff's Department has the following unopened boxed ammunition and magazines for trade. Any trade-in pricing submitted shall be subtracted from the quoted acquisition price to determine the actual pay-out price the Sheriff's Department will pay for the new ammunition.

Quantity/Rounds	Description
116,000	Federal Hydra-Shock
51,000	Winchester FMJ
15,000	BVAC FMJ
11,500	Remington Golden Saber
390	Glock 22 15-Round Magazines (used)

1.2. DEFINITIONS:

- 1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

- 1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

BID/CLARIFICATION CONTACT: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.4. **AWARD:** Award will be made to the bidder(s) whose bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1.

The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County's best interests.

1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **CONTRACT EXECUTION:** This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. **SCOPE OF WORK**

2.1. **General Requirements:** The contractor shall provide new Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) ammunition as ordered by the County. Reloaded or remanufactured, etc. ammunition shall be deemed unacceptable and rejected.

2.2. **Replacement of Damaged Product:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.3. **Minimum Order Quantity:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.

2.4. **Return of Goods:** The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.5. **Warranty:** The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any ammunition that fails to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the ammunition by the County.

2.6. **Delivery:** The contractor shall deliver new ammunition within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on

the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

- 2.6.1 Shipment of Traded Ammunition: The County shall be responsible for boxing and shipping traded ammunition to the contractor at the County's expense.
- 2.7. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.7.1. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.7.2. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.7.3. Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period.
- 2.7.4. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.8. Trade-In Credit: If a trade-in credit is awarded, then the amount of credit shall be deducted from the acquisition price for the ammunition. The County shall pay the resulting reduced amount.
- 2.9. Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.
- 2.10. Contract Period: The contract period shall be from **Date of Award through Six (6) Months**. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.11. Contract Extension: The contractor shall agree that the County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six

(6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

- 2.12. Contract Documents: The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County's RFB or are unacceptable to County legal counsel.
- 2.13. The contractor shall agree to adhere to any and all applicable federal, state, and local laws, rules and requirements pertaining to the purchase and sale of ammunition.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 3.1 Response Content: It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 Submittal of Responses: Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal: Submit the completed bid to the e-mail address indicated on page 1.
- 3.2.2. Advice of Award: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>.
- 3.3. Bid Opening: On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.4. Removal From Vendor Database: If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.5. Response Clarification: The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.5.1. Rejection or Correction of Responses: The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.7. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, and in terms of cost to the County as well as other factors stated in the RFB.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price. Any trade-in pricing shall be applied to the overall total. The resulting total price will be used to compare bids. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.8. Validity of Bid and Pricing: The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. Sovereign Immunity: The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.
- 3.11. Description of Products Being Bid to County: The vendor is advised to submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor.
- 3.11.1. It is the vendor's responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County's mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.



4. Vendor's Response and Pricing Pages

The bidder shall complete the following as indicated below and submit said completed form with the bid response.

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: _____

4.7. Federal Tax ID or Social Security #: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today’s Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.10. PRICING:

The bidder must bid all items by indicating a price or indicating “No Charge.” All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). Only the Speer Gold Dot ammunition will be accepted.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Price Per Each Round for the Initial/First Contract Period
4.10.1.	Speer Gold Dot 124gr+P bonded 9mmx19 (part# 53617) Box of 50 Price per each round	1,300 Boxes of 50 Rounds (Total 65,000 rounds)	\$

4.10.2. TRADE-IN DEDUCTION/CREDIT:

The County has the following .40 Smith and Wesson factory boxed ammunition for trade. The vendor has the option of offering a trade-in for one, some or all of the following. The trade shall include the complete identified quantity and it shall be firm and fixed:

	Total Quantity (QTY) or Lot	Description	Per Each Case Trade-In Deduction/Credit	TOTAL Deduction/Credit = (Per Each X's QTY)
4.10.2.1	116,000 Rounds	FEDP40HS1G .40 180gr Hydra-Shok HP	\$ _____	\$ _____
4.10.2.2	51,000 Rounds	Winchester .40 180gr FMJ – 50 rounds per box	\$ _____	\$ _____
4.10.2.3	18,000 Rounds	BVAC FMJ.40 180gr JHP	\$ _____	\$ _____
4.10.2.4	11,500 Rounds	Remington Golden Saber JHP .40 180gr	\$ _____	\$ _____
4.10.2.5	390	Glock 22 15-Round Magazines (used)	\$ _____	\$ _____

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: _____

Warranty on Labor: _____

4.13. **Contact Information:** Provide the name and contact information of the Single Point of Contact at the vendor's business that will serve as the County's primary contact for all transactions under the contract:

Contact Name:

Address:

Phone#/E-Mail Address:

Hours of Access:

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with the bid response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with the bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



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

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:

<https://www.e-verify.gov/>

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- ____ 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 – *see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

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.

Revised 1/17/2018



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

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

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

Bid: 27-16JUL20 – Speer Gold Dot 124+P Bonded 9mm Ammunition

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 31-29JUL20 – Electrical Services – Term & Supply to the following:

Mid Missouri Electric, Inc.: Primary Contractor
Meyer Electric Company, Inc.: Secondary Contractor

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

Done this 13th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 10, 2020
RE: 31-29JUL20 – Electrical Services – Term & Supply

Request for Bid *31-29JUL20 – Electrical Services – Term & Supply* opened on July 29, 2020. Two (2) bids were received. Facilities Maintenance and Road & Bridge recommend award to Mid Missouri Electric, Inc. of Columbia, Missouri as primary contractor and Meyer Electric Company, Inc. as secondary contractor.

Invoices will be paid from departments 6100 – Facilities Maintenance, 2040 – Road & Bridge – Maintenance Operations and account 60100 – Building Repairs/Maintenance.

att: Bid Tab

cc: Doug Coley, Jody Moore / Facilities Maintenance
Greg Edington / Road & Bridge

Bid File

31-29JUL20 Electrical Services Term and Supply	Mid Missouri Electric, LLC	Meyer Electric Company, Inc
Bid Tabulation		

Services:

Item Description	Unit Price	Unit Price
Material \$0.00-\$999.00 (markup over contractor cost)	20 % markup	18 % markup
Material \$1,000.00-\$5,999.00 (markup over Contractor cost)	20 % markup	15 % markup
Material \$6,000.00 and up (markup over Contractor cost)	15 % markup	15 % markup
Rental Equipment (markup over Contractor cost) per unit	15 % markup	10 % markup
Repair Services / Non-Prevailing Wage	Unit Price	Unit Price
Labor (Straight Time)	\$ 62.00 per hour	\$ 79.49 per hour
Rate per hour for each additional technician (Straight Time)	\$ 62.00 per hour	\$ 74.10 per hour
Labor (Nights/Weekends)	\$ 93.00 per hour	\$ 119.00 per hour
Rate per hour for each additional technician (Nights/Weekends)	\$ 93.00 per hour	\$ 111.00 per hour
Labor (Holidays as listed by Bidder on Response Form)	\$ 124.00 per hour	\$ 153.98 per hour
Rate per hour for each additional technician (Holidays)	\$ 124.00 per hour	\$ 144.20 per hour
Flate rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	No Bid per hour	per hour \$ 119.00 (Saturday)
Major Repair Services / Prevailing Wage	Unit Price	Unit Price
Labor (Straight Time)	\$ 72.25 per hour	\$ 79.49 per hour
Rate per hour for each additional technician (Straight Time)	\$ 72.25 per hour	\$ 74.10 per hour
Labor (Nights/Weekends)	\$ 108.00 per hour	\$ 119.00 per hour
Rate per hour for each additional technician (Nights/Weekends)	\$ 108.00 per hour	\$ 111.00 per hour
Labor (Holidays as listed by Bidder on Response Form)	\$ 144.50 per hour	\$ 153.98 per hour
Rate per hour for each additional technician (Holidays)	\$ 144.50 per hour	\$ 144.20 per hour
Flate rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	No Bid per hour	per hour \$ 119.00 (Saturday)
Renewals: Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.		
First Renewal Term	2.5 %	3 %
Second Renewal Term	2.5 %	6 %
Third Renewal Term	2.5 %	9 %
Total	\$ 1,207.50	\$ 1,601.54

Commission Order # 357-2020

**PURCHASE AGREEMENT
FOR
ELECTRICAL SERVICES TERM AND SUPPLY
(Primary Supplier)**

THIS AGREEMENT dated the 13th day of August 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MME, Inc. d/b/a Mid Missouri Electric, LLC** herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Electrical Services Term and Supply**, County of Boone Request for Bid number **31-29JUL20**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification of Individual Bidder and Affidavit, Certification Regarding Debarment, Prevailing Wage Order #27, any applicable addenda, and the Contractor's bid response dated **July 29, 2020** and executed by **C. Larry Slates**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **August 1, 2020 and extend through July 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. **MME, Inc. d/b/a Mid Missouri Electric, LLC** shall act as the primary supplier and shall furnish Electrical Services for the County. The Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - Work done at the Boone County Road & Bridge Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

Commission Order # _____

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

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

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

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

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

**MME, INC. D/B/A
MID MISSOURI ELECTRIC, LLC**

By DocuSigned by:
Scott Wallace
8FD6CA3964F942D...
Title Project Manager

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
J. Johnson
County Counselor

ATTEST:

DocuSigned by:
Brianna L. Lennon by M.T.
County Clerk

AUDITOR CERTIFICATION

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

6100, 2040 / 60100 / Term & Supply

DocuSigned by:
Jane E. Pritchard by ezy. No. 184244D...
Signature

8/7/2020

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.

RESPONSE FORM

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

Company Information

Name: Mid Missouri ElectricAddress: 1917 Paris RoadPhone Number: 573-875-1545 Fax Number: 573-442-5673Email: Scott@MidMissouriElectric.com Federal Tax ID: 43-1236184 Corporation Partnership Name: _____ Individual/Proprietorship Name: _____ Other: _____

Services: Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	<u>20</u> % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	<u>20</u> % markup
Material \$6,000.00 and up (markup over Contractor cost)	<u>15</u> % markup
Rental Equipment (markup over Contractor cost) per unit	<u>15</u> % markup

Repair Services / Non-Prevailing Wage**Unit Price**

Labor (Straight Time)	\$ <u>62</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>62</u> /hr
Labor (Nights/Weekends)	\$ <u>93</u> /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>93</u> /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ <u>124</u> /hr
Rate per hour for each additional technician (Holidays)	\$ <u>124</u> /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Major Repair Services / Prevailing Wage**Unit Price**

Labor (Straight Time)	\$ <u>72.25</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>72.25</u> /hr
Labor (Nights/Weekends)	\$ <u>108.00</u> /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>108.00</u> /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ <u>144.50</u> /hr
Rate per hour for each additional technician (Holidays)	\$ <u>144.50</u> /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Emergency Twenty-Four Hour Service Contact

Name: Scotty Mullins

Job Title: Master Electrician

Phone Number: 573-489-3782

Holidays

List the holidays observed by your company: New Years, Memorial Day,
Independence Day, Labor Day, Thanksgiving, Christmas

Renewals

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: 2.5 %

Second Renewal Term: 2.5 %

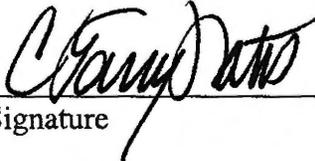
Third Renewal Term: 2.5 %

Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): C. Larry Slates


Signature

7-29-2020
Date

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 42 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>34-24 JUN 15</u>	<u>David Eagle</u>	<u>T&S (Boone County)</u>	<u>yes 100%</u>
<u>13/2016</u>	<u>Shawn Victor</u>	<u>T&S (City of Columbia)</u>	<u>yes 100%</u>

3. General type of work performed:

Misc. electrical repairs & maintenance

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:

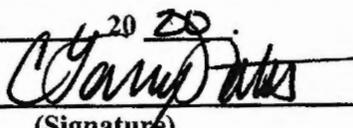
5. List references:

<u>Philips & Company</u>	<u>Wyatt Duncan</u>	<u>573-474-2800</u>
<u>Miller Imaging</u>	<u>Greg Martin</u>	<u>573-819-4363</u>
<u>Watlow Electric</u>	<u>Don Tennyson</u>	<u>314-750-6371</u>

Dated at _____

this 28th day of July

Mid Missouri Electric
Name of Organization(s)

By 
(Signature)

Clarry Slates
(Title of Person Signing)
V.P.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: *Boone County Purchasing*
Address: *613 E. Ash, Room 112*
Columbia, Mo 65201
Contact Name: *David Eagle*
Telephone Number: *573-886-4394*

Date of Contract: *JUNE 2015*
Length of Contract: *5 years*

Description of Prior Services (include dates):

Misc. Electrical repairs & Maintenance

2. Prior Services Performed for:

Company Name: *City of Columbia Purchasing Division*
Address: *701 E. Broadway, 5th Floor*
Contact Name: *Shawn Victor, Procurement Officer*
Telephone Number: *573-874-7374*

Date of Contract: *October 2016*
Length of Contract: *5 years*

Description of Prior Services (include dates):

Misc. Electrical Repairs & Maintenance

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

MISSOURI DRIVER LICENSE

CLASS: **F** EXPIRES: **05/28/2021**
 ID NO: **T981481729** BIRTH: **05/28/1950**

STATES: **MISSOURI**
 NAME: **CHARLES LARRY**
 ADDRESS: **17415 TORREY PINES DR
 COLUMBIA, MO 65204**

SEX: **M** EYES: **BRO**
 HAIR: **B** HT: **5-10"** WT: **185 LB**
 RESTRICTIONS: **A** EXPIRES: **03/22/20**

ISSUE DATE: **202110720047**

Charles L. Larry

DONOR

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

7-29-20
Date

C. Larry States
Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (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.

7-29-20
Date

C. LARRY SLATES
Signature

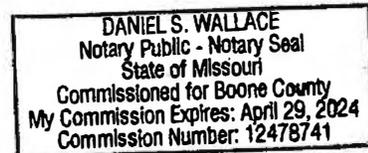
43-1236184
Social Security Number
or Other Federal I.D. Number

C. Larry Slates
Printed Name

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

Daniel S. Wallace
Notary Public

My Commission Expires: 4/29/2024



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

LARRY SLATES V.P.

Name and Title of Authorized Representative

[Handwritten Signature]

Signature

7-29-20

Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

C. Larry Slates of the (name of company)

Mid Missouri Electric (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. 27 issued by the Division of Labor Standards on the 10th day of March 2020, in carrying out the Contract and work in connection with

(name of project) 31-29JUL20 located at

(name of institution) Boone County Purchasing Boone County County,

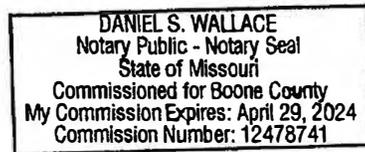
Missouri and completed on the 29th day of July, 20 20.

[Signature]
Signature

Subscribed and sworn to me this 29th day of July, 20 20.

My commission expires April 29th, 20 24.

Daniel S. Wallace
Notary Public



**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Boone)

State of Missouri)ss
)

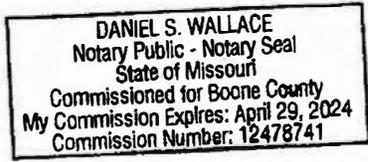
My name is C. Larry Slates. I am an authorized agent of Mid Missouri Electric (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 31-29JUL20 Electrical services - Term & supply

C. Slates 7-29-20
Affiant Date

C. Larry Slates
Printed Name

Subscribed and sworn to before me this 29th day of July, 2020



Daniel S. Wallace
Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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.
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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.
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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.

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BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

REQUEST FOR BID

Robert Wilson
Buyer
Phone: (573) 886-4393
Facsimile: (573) 886-4390
rwilson@boonecountymo.org

BID DATA

INFORMATION

Bid Number: **31-29JUL20**
Bid Title: **Electrical Services – Term and Supply**

SUBMISSION INFORMATION

Due Date and Time: **Wednesday, July 29, 2020 at 2:00 p.m. Central Time**
Location: **Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201**

OPENING INFORMATION

Date and Time: **Wednesday, July 29, 2020 at 2:00 p.m. Central Time**
Location: **Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201**

BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Contract Conditions and Requirements
3. Primary Specifications
4. Response Presentation and Review
5. Response Form
- Attachment A: Statement of Bidder's Qualifications and Prior Experience
- Attachment B: Compliance with House Bill 1549 and Work Authorization
- Attachment C: Certification of Individual Bidder and Affidavit
- Attachment D: Debarment Certification
- Attachment E: Affidavit for Compliance with Prevailing Wage
- Attachment F: Affidavit of Compliance with OSHA Training
- Attachment G: Standard Terms and Conditions
- Attachment H: No Bid Response Form
- Attachment I: State Prevailing Wage Order No. 27

1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

- 1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.
- 1.2. DEFINITIONS
- 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.
- 1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
- 1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
- 1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. Response - The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

www.showmeboone.com *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **August 1, 2020 through July 31, 2021** and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **CONTRACT RENEWAL** – **The contract may be renewed by the County for up to an additional four (4) one-year periods** unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

- 1.9. **TERMINATION FOR CONVENIENCE** – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. INSURANCE

- 2.1.1. **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.
- 2.1.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each

accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.1.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.1.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.1.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.7. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an

occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- 2.2. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.\
- 2.3. 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.
- 2.4. 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

- 2.5. **CRIMINAL BACKGROUND CHECK** - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. 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, may not be permitted to work on the project.
- 2.6. **OVERHEAD LINE PROTECTION** - 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.

2.7. 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.

2.7.1. 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, **and certify compliance by affidavit at the conclusion of the project.**

2.7.2. 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.

2.8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.9. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the

Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 27** is reproduced verbatim and included with these bid documents and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email rwilson@boonecountymo.org, or call the Purchasing offices at 573-886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.9.1. 2018 Changes to Prevailing Wage Law - If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
- 2.9.2. If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.9.3. Special Rule for Change Orders - If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.
- 2.9.4. It is not anticipated that any repair performed under this contract will reach the \$75,000 threshold and the County reserves the right to bid out any one project with an estimated cost of \$6,000 or greater.
- 2.9.5. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.9.6. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives

- of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.
- 2.9.7. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.9.8. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.9.9. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.9.10. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.
- 2.10. LIEN WAIVERS - Prior to the release of a project's final payment amount, contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract.
- 2.11. SALES/USE TAX EXEMPTION - County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 (5) 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.

2.12. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.12.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:

- a. County’s Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor’s cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project
- h. Total costs of labor

Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.

2.12.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3. PRIMARY SPECIFICATIONS

3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.

3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 34-24JUN15, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.

3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this

contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
- 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.
- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material,

rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.

- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor's final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one-hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4393.
 - 3.6.1.1. Service location include, but are not limited to:
 - Boone County Government Center, 801 East Walnut Street, Columbia
 - Boone County Sheriff's Department, 2121 County Drive, Columbia
 - Sheriff's Department Annex, 2111 County Drive, Columbia
 - Emergency Communication Center, 2145 County Drive, Columbia

Emergency Management, 609 E. Walnut Street, Columbia
Boone County Courthouse, 705 East Walnut Street, Columbia
Boone County Road & Bridge, 5551 Tom Bass Road, Columbia
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
Boone County Annex, 613 East Ash Street, Columbia
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
Johnson Building, 601 East Walnut Street, Columbia

- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: rwilson@boonecountymo.org.
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on

the outside with your company name and return address, **the proposal number** and the due date and time.

- 4.3. **ADVICE OF AWARD** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. **REJECTION OR CORRECTION OF RESPONSES** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.9. **METHOD OF EVALUATION** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. **ACCEPTABILITY** - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. **ENDURANCE OF PRICING** - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

REQUEST FOR BID

Robert Wilson
Buyer
Phone: (573) 886-4393
Facsimile: (573) 886-4390
rwilson@boonecountymo.org

BID DATA

INFORMATION

Bid Number: **31-29JUL20**
Bid Title: **Electrical Services – Term and Supply**

SUBMISSION INFORMATION

Due Date and Time: **Wednesday, July 29, 2020 at 2:00 p.m. Central Time**
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

OPENING INFORMATION

Date and Time: Wednesday, July 29, 2020 at 2:00 p.m. Central Time
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

BID CONTENTS

1. Introduction and General Conditions of Bidding
 2. Contract Conditions and Requirements
 3. Primary Specifications
 4. Response Presentation and Review
 5. Response Form
- Attachment A. Statement of Bidder's Qualifications and Prior Experience
Attachment B: Compliance with House Bill 1549 and Work Authorization
Attachment C: Certification of Individual Bidder and Affidavit
Attachment D: Debarment Certification
Attachment E: Affidavit for Compliance with Prevailing Wage
Attachment F: Affidavit of Compliance with OSHA Training
Attachment G: Standard Terms and Conditions
Attachment H: No Bid Response Form
Attachment I: State Prevailing Wage Order No. 27

1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

- 1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.
- 1.2. DEFINITIONS
- 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.
- 1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
- 1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
- 1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. Response - The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

www.showmeboone.com *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **August 1, 2020 through July 31, 2021** and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **CONTRACT RENEWAL** – **The contract may be renewed by the County for up to an additional four (4) one-year periods** unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. INSURANCE

- 2.1.1. **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.
- 2.1.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each

accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.1.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.1.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.1.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.7. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an

occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- 2.2. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.\
- 2.3. 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.
- 2.4. 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

- 2.5. **CRIMINAL BACKGROUND CHECK** - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. 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, may not be permitted to work on the project.
- 2.6. **OVERHEAD LINE PROTECTION** - 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.

2.7. 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.

2.7.1. 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, **and certify compliance by affidavit at the conclusion of the project.**

2.7.2. 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.

2.8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.9. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the

Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 27** is reproduced verbatim and included with these bid documents and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email rwilson@boonecountymo.org, or call the Purchasing offices at 573-886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.9.1. 2018 Changes to Prevailing Wage Law - If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
- 2.9.2. If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.9.3. Special Rule for Change Orders - If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- 2.9.4. It is not anticipated that any repair performed under this contract will reach the \$75,000 threshold and the County reserves the right to bid out any one project with an estimated cost of \$6,000 or greater.
- 2.9.5. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.9.6. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives

of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.

- 2.9.7. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.9.8. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.9.9. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.9.10. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.
- 2.10. LIEN WAIVERS - Prior to the release of a project's final payment amount, contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract.
- 2.11. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 (5) 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.

2.12. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.12.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:

- a. County’s Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor’s cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project
- h. Total costs of labor

Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.

2.12.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3. PRIMARY SPECIFICATIONS

3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.

3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 34-24JUN15, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.

3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this

contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
- 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.
- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material,

rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.

- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor's final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one-hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4393.
 - 3.6.1.1. Service location include, but are not limited to:
 - Boone County Government Center, 801 East Walnut Street, Columbia
 - Boone County Sheriff's Department, 2121 County Drive, Columbia
 - Sheriff's Department Annex, 2111 County Drive, Columbia
 - Emergency Communication Center, 2145 County Drive, Columbia

Emergency Management, 609 E. Walnut Street, Columbia
Boone County Courthouse, 705 East Walnut Street, Columbia
Boone County Road & Bridge, 5551 Tom Bass Road, Columbia
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
Boone County Annex, 613 East Ash Street, Columbia
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
Johnson Building, 601 East Walnut Street, Columbia

- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: rwilson@boonecountymo.org.
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on

the outside with your company name and return address, **the proposal number** and the due date and time.

- 4.3. **ADVICE OF AWARD** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. **REJECTION OR CORRECTION OF RESPONSES** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.9. **METHOD OF EVALUATION** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. **ACCEPTABILITY** - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. **ENDURANCE OF PRICING** - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

RESPONSE FORM

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

Company Information

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____ Federal Tax ID: _____

- Corporation
- Partnership Name: _____
- Individual/Proprietorship Name: _____
- Other: _____

Services: Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	_____ % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	_____ % markup
Material \$6,000.00 and up (markup over Contractor cost)	_____ % markup
Rental Equipment (markup over Contractor cost) per unit	_____ % markup

Repair Services / Non-Prevailing Wage

Unit Price

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Major Repair Services / Prevailing Wage

Unit Price

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Emergency Twenty-Four Hour Service Contact

Name: _____

Job Title: _____

Phone Number: _____

Holidays

List the holidays observed by your company: _____

Renewals

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: _____ %

Second Renewal Term: _____ %

Third Renewal Term: _____ %

Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): _____

Signature

Date

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of work performed:

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: _____**
- (b) Description of defaulted contracts and reason therefore:**

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s) **By _____**
(Signature)

(Title of Person Signing)

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

“No Bid” Response Form

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

NO BID RESPONSE FORM

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

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

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

Bid: 31-29JUL20 – Electrical Services - Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Commission Order # 357-2020

**PURCHASE AGREEMENT
FOR
ELECTRICAL SERVICES TERM AND SUPPLY
(Secondary Supplier)**

THIS AGREEMENT dated the 13th day of August 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Meyer Electric Company, Inc.**, herein "Contractor".

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Electrical Services Term and Supply**, County of Boone Request for Bid number **31-29JUL20**, Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, Prevailing Wage Order #27, any applicable addenda, and the Contractor's bid response dated **July 29, 2020** and executed by **Leon J. Keller**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Contract Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Work Authorization Certification and the Prevailing Wage Order shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **August 1, 2020 and extend through July 31, 2021** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's Request for Bid response. This agreement may be renewed thereafter on a month to month basis for up to six (6) months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. **Meyer Electric Company, Inc.** shall act as the secondary supplier and shall furnish Electrical Services for the County. The Contractor agrees to respond by phone within one (1) hour after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - Work done at the Boone County Road & Bridge Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

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

Commission Order # _____

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

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

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

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

MEYER ELECTRIC COMPANY, INC.

By Leon J. Keller
DocuSigned by: 346BD99F33654F6...
 Title President

BOONE COUNTY, MISSOURI

By: Boone County Commission
DocuSigned by: Daniel K. Atwill
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by: [Signature]
[Signature]
 County Counselor

ATTEST:

DocuSigned by: Brianna L. Lennon by MT
Brianna L. Lennon by MT
 County Clerk

AUDITOR CERTIFICATION

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

6100, 2040 / 60100 / Term & Supply

DocuSigned by: Jane E. Pritchard by [Signature]
Jane E. Pritchard by [Signature]
 Signature

8/13/2020

Date

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all 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.



3513 North Ten Mile Drive
 Jefferson City, MO 65109
 Ph: (573) 893-2335
 Fax: (573) 893-3686
 #ME31077

RESPONSE FORM

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

Company Information

Name: Meyer Electric Company, Inc.

Address: 3513 North Ten Mile Drive, Jefferson City, MO 65109

Phone Number: (573) 893-2335 Fax Number: (573) 893-3686

Email: leon@meyerelectric.net Federal Tax ID: 43-0910915

- Corporation
- Partnership Name: _____
- Individual/Proprietorship Name: _____
- Other: _____

Services: Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	<u>18.0</u> % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	<u>15.0</u> % markup
Material \$6,000.00 and up (markup over Contractor cost)	<u>15.0</u> % markup
Rental Equipment (markup over Contractor cost) per unit	<u>10.0</u> % markup

Repair Services / Non-Prevailing Wage	Unit Price
Labor (Straight Time)	\$ <u>79.49</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>74.10</u> /hr
Labor (Nights/Weekends)	\$ <u>119.00</u> /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>111.00</u> /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ <u>153.98</u> /hr
Rate per hour for each additional technician (Holidays)	\$ <u>144.20</u> /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ <u>119.00</u> /hr

Major Repair Services / Prevailing Wage	Unit Price
Labor (Straight Time)	\$ <u>79.49</u> /hr
Rate per hour for each additional technician (Straight Time)	\$ <u>74.10</u> /hr
Labor (Nights/Weekends)	\$ <u>119.00</u> /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ <u>111.00</u> /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ <u>153.98</u> /hr
Rate per hour for each additional technician (Holidays)	\$ <u>144.20</u> /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ <u>119.00</u> /hr

Emergency Twenty-Four Hour Service Contact

Name: See Attached

Job Title: _____

Phone Number: _____

Holidays

List the holidays observed by your company: Memorial Day, Fourth of July, Labor Day
Veteran's Day, Thanksgiving, Christmas, New Years Day

Renewals

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: 3.0 %

Second Renewal Term: 6.0 %

Third Renewal Term: 9.0 %

Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): Leon J. Keller, President



Signature

July 29, 2020

Date

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 52 If not under present firm name, list previous firm names and types of organizations.

N/A

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

Please see attached.

3. General type of work performed:

Electrical, Telecommunications, Fire Alarm, Security, Etc.

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:

N/A

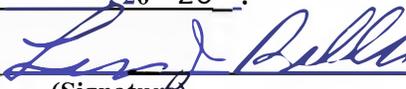
5. List references:

See Attached.

Dated at Jefferson City, MO

this 29th day of July 20 20.

Meyer Electric Company, Inc.
Name of Organization(s)

By 
(Signature)

Leon J. Keller, President
(Title of Person Signing)

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: See Attached
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Cole)
)ss
State of Missouri)

My name is Leon J. Keller. I am an authorized agent of Meyer Electric Co., Inc. (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 31-29JUL20 - Electrical Services - Term & Supply

Leon J. Keller 7/29/2020
Affiant Date

Leon J. Keller, President
Printed Name

Subscribed and sworn to before me this 27th day of July, 20 20.

Victoria Johnson

My Commission Expires: May 1, 2024

Notary VICTORIA JOHNSON
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: May 01, 2024
Commission Number: 12542405

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

Meyer Electric Co., Inc.

3513 North Ten Mile Drive
Jefferson City, MO 65109

Phone: (573) 893-2335

Fax: (573) 893-3686

E-mail: office@meyerelectric.net

AFTER HOURS EMERGENCY RESPONSE PHONE NUMBERS

		<u>Cell Phone</u>	<u>Home Phone</u>
Leon Keller, President	573-893-2335	573-680-4199	573-761-4779
Larry Byrnes		573-301-3166	573-896-8309
Kevin Belcher		573-864-9565	573-474-8824
BJ Martin		573-220-2114	

NOTE:

Straight time is from 7:00 A.M. to 3:30 P.M., Monday thru Friday. Overtime is time and one half for the following 4 hours, double time is for the remaining part of the day. Saturday is 12 hours at time and one half and double time for the remaining part of the day. Double time is on Sunday (12:00 A.M. through 8:00 A.M. Monday) and Holiday's.



References

Boone County Purchasing

Dave Eagle
DEagle@boonecountymo.org
613 E. Ash Street, Room 113
Columbia, Missouri 65201
(573) 886-4394

City of Wildwood

Mike Hartwig
mike@cityofwildwood.com
16860 Main Street
Wildwood, Missouri 63040
(636) 405-2040

Prost Builders (Central Region Construction Services for State of Missouri)

Ken Warner
Kenneth@prostbuilders.com
3617 Route CC
Jefferson City, Missouri 65109
(573) 635-0211

Boone Hospital Center

Kyle Krieg
kyle.krieg@bjc.org
1600 E. Broadway
Columbia, MO 65205
(314) 827-5620

Carfax

Seth Mechlin
SethMechlin@carfax.com
2301 Maguire Blvd
Columbia, MO 65201
(703) 934-2664

Meyer Electric Co., Inc.
Partial Job Listing

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3886	Lenoir Woods-Indep.Living Bldg Lenoir Woods - New Independent Living Building	Paric Corporation 77 Westport Plaza Drive Suite 250	\$ 1,898,549.00	100%
3887	Rise Apartments The Rise Apartments Columbia	R.G. Brinkmann Company 16650 Chesterfield Grove Rd Suite 100	\$ 2,972,977.00	100%
3888	Hickman H.S. Auditorium&Sound Hickman High School Auditorium Elec& Sound Upgrade	Columbia School District Linda Quinley, CFO 1818 West Worley	\$ 336,290.00	100%
3891	St.Charles Co.Gutermuth&O'Fall St.Charles County-Traffic Sgnl Gutermuth Rd & O'Fallon Rd	St. Charles County 301 N 3rd Street	\$ 163,634.00	100%
3894	Indian Hills Water Syst. Imprv Indian Hills- Water System Improvements, Cuba MO	KCI Construction Co. 10315 Lake Bluff Drive	\$ 122,303.00	100%
3899	My House Bar My House Bar Columbia	Hercon Construction 2600 Forum Blvd, Suite C	\$ 123,224.00	100%
3900	Linn - State Tech.College Weld State Tech.College of MO, Linn Welding Technology Center	Wavco Construction P.O. Box 104388 5601 Algoa Rd.	\$ 235,617.00	100%
3901	MO Valley College-Dining Hall MO Valley College Dining Hall Cafeteria Renovation	Coil Construction, Inc. 209 E. Broadway	\$ 149,099.00	100%
3902	Columbia Solid Waste Admin&Col Columbia, City of -Solid Waste Admin & Collection	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 372,936.00	100%
3911	Delta Gamma Annex Delta Gamma UMC	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 726,277.00	100%
3912	Boys & Girls Club-Railton Cntr Boys & Girls Club Capital City Frank & Billie Railton Center	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 316,830.00	100%
3918	Ft.L.Wood-Perioperative Reloca Ft.L.Wood Hospital B310 Perioperative Relocation	Patriot Construction, LLC 3140 West Ward Rd. Suite#203	\$ 135,835.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3923	Herculaneum Scenic Rd Phs 2 Herculaneum, MO Scenic Road Phase 2	N B West Contracting 2780 Mary Ave	\$ 109,639.40	100%
3926	IHOP Jefferson City International House Of Pancake Jefferson City	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 121,594.00	100%
3930	Shackelford Rd St.Louis Conty Shackelford Road-St. Louis Co STP4901(634)	J.M. Marschuetz Construction 15 Truitt Drive	\$ 660,017.00	100%
3935	MU Softball Complex Phase 2 MU Softball Complex Phase2 Stadium Blvd. Columbia	Tarlton Corporation 5500 West Park Ave	\$ 1,284,804.00	100%
3938	Cole Co. Rt.50- Proj#J5S2005B Cole County Route 50 Proj#J5S2005B	Sam Gaines Construction 3205 County Rd. 452	\$ 266,543.00	100%
3942	Crockett Engineering Offices Crockett Engineering Offices Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 110,200.00	100%
3948	East Elementary - Columbia Sch East Elementary - Columbia Public Schools	K&S Associates, Inc. 516 Hanley Industrial Court	\$ 1,034,311.00	100%
3960	Eldon Clinic Expansion-LRH Eldon Clinic Expansion Lake Regional Health System	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 231,374.00	100%
3961	Soft Surroundings Soft Surroundings Mexico, MO	Clayco Construction 2199 Innerbelt Bisness Cntr Dr P.O. Box 270209	\$ 1,248,741.00	100%
3970	St. Louis Co. Chambers Rd St. Louis County Chambers Road	L. Krupp Construction, Inc 415 Old State Road	\$ 501,500.00	100%
3971	Landmark Bank HQ Renovation Landmark Bank Headquarters Renovation, Columbia	Level 5 Construction 2018 Powers Ferry Rd. SE Suite 750	\$ 249,810.00	100%
3975	Washington Ave Streetscape Ph3 Washington Ave. Streetscape Phase # Sidewalk Improvmt	R.V. Wagner, Inc. 4712 Green Park Rd.	\$ 457,597.00	100%
3979	Columbia Heath Care Center Columbia Health Care Columbia	Capehart&Capehart Builders Inc P.O. Box 846	\$ 1,158,484.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
3980	Academy Sports-Parking Lot Ltg Broadway Crossings-Academy Sports- Parking Lot Lighting	The Kroenke Group 211 North Stadium Suite 201	\$ 235,420.00	100%
3982	Maryville Treatment Center Maryville Treatment Center Perimeter Detection System	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 360,759.00	100%
3984	Moberly Housing Roof/Ltng/Gen Moberly Housing Authority Roofing/Site Lightng/Generator	Watkins Roofing 4401 I-70 Dr. S.E. P.O.Box 1346	\$ 184,010.00	100%
3989	Lottery HQ- UPS&AC Replacement Lottery Headquarters UPS & AC Replacement	State of MO Div. of Design & Construction P.O. Box 809 Room 730	\$ 380,243.00	100%
3995	Ft.L.Wood Perioperative Repair Ft.L.Wood Perioperative Repair & Renewal	Johnson Controls GWS LLC P.O. Box 730068	\$ 153,249.00	100%
4003	Break Time Clinton Break Time Clinton, MO	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 168,110.00	100%
4005	Boone Hospital Nifong Med Plz Boone Hospital Nifong Medical Plaza	Boone Co Hosp Board of Trustee c/o Coil Construction 1600 East Broadway	\$ 201,839.00	100%
4015	Ft.L.Wood-Cooling Tower Replac Ft. L.Wood Cooling Tower Replacement-GLWACH Bldg#311	Donley Construction LLC 716 S. Philadelphia Blvd.	\$ 446,293.00	100%
4017	Ft.L.W. SOW Repair Em Gen Cntr Ft.L.Wood SOW Repair Emerg. Generator Controls Bldg.311	John J. Kirlin - LA 1585 3rd Street	\$ 496,678.00	100%
4024	Ft.L.Wood - Building 2327 Ft. Leonard Wood Metal Bldg Add To Bldg 2327	AIP Enterprises, LLC 2301 N. Main St.	\$ 156,186.00	100%
4032	UMC Power Plant -Boiler 10 UMC Power Plant Boiler #10 Gas Burner Replacment CP160801	Advanced Boiler Control Svcs 7515 Cline Ave	\$ 152,600.00	100%
4036	Chillicothe Elementary School Chillicothe Elementary School	Lawhon Construction Co. 519 Main P.O. Box 519	\$ 1,211,246.00	100%
4039	MUHC Various Loc Exterior Ltng MUHC Various Locations Exterior Lighting	Brown & Root Services 1123 Wilkes Blvd. Suite 110	\$ 570,511.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4059	Truman State U-Athletic Complx Truman State University Athletic Complex Improvements	River City Construction LLC Ashland Office P.O. Box 1389	\$ 388,136.00	100%
4068	Lenoir-Phase 3-HC Reposition Lenoir Woods HC Repositioning Phase 3	Paric Corporation 77 Westport Plaza Drive Suite 250	\$ 2,661,712.00	100%
4070	Mexico School Dist.Addtn&Renov Mexico School District 2017 Additions & Renovations	J.E. Dunn Construction 1001 Locust St	\$ 841,131.00	100%
4071	Soldiers Memorial Trffc Signal Soldiers Memorial Military Museum & Court of Honor PR#19	BSI Constructors 6767 Southwest Ave.	\$ 172,622.00	100%
4074	Walnut Professional Building East 280 LLC - Walnut Professional Bldg, Columbia	PCE 5900-C North Tower Drive	\$ 464,544.00	100%
4082	Veteran's United- X-Ray Grn Md Veterans United - X Ray, Green Meadows - X-Ray	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 375,205.00	100%
4084	Emery Sapp&Sons-Maint.Shop&WB Emery Sapp & Sons Maintenance Shop & Wash Bay	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 320,901.00	100%
4090	Branson,City of-Route 76 Phs A City of Branson Route76 Phase A	Carson-Mitchell, Inc 2119 E. Division	\$ 988,083.00	100%
4110	Stadium & Old 63 Intersection Stadium & Old 63 Intersection 16/2017 Columbia	Aplex, Inc 1309 B East Main St.	\$ 183,978.00	100%
4111	St. Charles Co.- New Park Proj St.Charles County-New Park Project IFB 16-159	C. Rallo Contracting Company 5000 Kemper Ave	\$ 287,460.00	100%
4116	Drury Inn Remodel -Stadium Drury Inn Remodel Stadium, Columbia	Drury Development Corporation Design&Construction Division 721 Emerson Rd Suite 200	\$ 210,652.00	100%
4117	Boone Hosp-EPIC Various Locatn Boone Hospital-EPIC Project Various Locations	Boone Hospital 1600 E.Broadway	\$ 300,159.00	100%
4120	Popeye's Jefferson City MO Popeye's Jefferson City MO	Decor Solutions Inc 31 E Center Street	\$ 116,748.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4124	Conley Road, Columbia Conley Road Project TFF, Columbia	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 3,185,994.00	100%
4125	Veterans United-Vandiver -PAPA Veterans United - PAPA 1500Vandiver Rd Tenant Imprvmt	Prost Builders P.O. Box 1727 3617 Route CC	\$ 1,368,387.00	100%
4132	Sturgeon High Sch. -Track Ltng Sturgeon High School Track Lighting	Sturgeon R-V School District 210 W. Patton St	\$ 152,200.00	100%
4140	Providence Rd. Reconstruction Providence Road Reconstruction Stewart to Stadium	Sam Gaines Construction 3205 County Rd. 452	\$ 353,299.00	100%
4141	Capitol Ave. Infrastr. Imprvmt Capitol Avenue Infrastructure Improvements-City of Jefferson	Aplex, Inc 1309 B East Main St.	\$ 597,918.00	100%
4147	Audrain County Jail Audrain County Jail Expansion&Renovation, Mexico	G B H Builders P.O. Box 945 3441 North Ten Mile Drive	\$ 704,550.00	100%
4149	ABB- WLOC Electrical Project ABB Plant - WLOC Electrical Project	Robert E. Lamb, Inc P.O. Box 133	\$ 276,104.00	100%
4169	Grant Elementary - C P S Grant Elementary- Columbia Public Schools	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 498,795.00	100%
4172	US Postal Svc. Columbia -Ltng U.S. Postal Service- Columbia Lighting Replacement	J.E. Novack Construction Co. 1144 Olivette Executive Pkwy Suite 100	\$ 227,426.00	100%
4176	Fulton State Hosp.-Feedr&Trnsf Fulton State Hospital-Replace Elect.Feeders&Transformers	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 791,648.00	100%
4179	Bowling Green Medical Bldg. Bowling Green Medical Building	Murray Company 7300 College Blvd., Suite 210	\$ 243,760.00	100%
4184	MS&T Havener Cntr-Dining Remod MS&T Havener Center- Dining Remodel	Borton Construction 2 Copeland Ave. Suite 201	\$ 159,718.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4185	Pro Foods Office Building Pro Foods Office Building Holts Summit	Smithson, Inc 1661 S. Wesleyan Blvd. P.O. Box 1731	\$ 440,164.00	100%
4192	Waco Rd.& Route B- Columbia Waco Rd & State Road B Intersection Improvements	City of Columbia 701 E. Broadway P.O. Box 6015	\$ 292,085.00	100%
4201	Forum Church, Columbia Forum Church Columbia	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	\$ 296,423.00	100%
4204	Various BldgsFA&SuppressionSys Various Bldgs - Replace FAs & Suppression System-Jeff City	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 441,910.00	100%
4205	Red Lobster, Columbia Red Lobster Columbia	Jerry Kachel Builder, Inc 6518 Klein Cemetery Rd	\$ 145,061.00	100%
4210	Ft.L.Wood Dining Hall Bldg 630 Ft. L. Wood Dining Hall Building 630	WMC Mechanical 1820 N. Nias Ave	\$ 128,000.00	100%
4221	U.S. Postal Svc. Marshall-Ltng United State Postal Service Marshall- Lighting Upgrade	J.E. Novack Construction Co. 1144 Olivette Executive Pkwy Suite 100	\$ 127,378.00	100%
4233	Westside Market Place, Rolla Westside Market Place Rolla,MO	R.G. Brinkmann Company 16650 Chesterfield Grove Rd Suite 100	\$ 1,808,273.00	100%
4243	Aurora Organic Dairy Processng Aurora Organic Dairy Processing Facility, Columbia	Big-D Construction 5768 South 1475 East	\$ 4,052,510.00	99%
4255	Champ Clark Bridge Route.54 Champ Clark Bridge Route 54 Navigation Ltng -Louisiana, MO	Massman Construction Co. 4400 W. 109th St. Suite 300	\$ 173,114.00	38%
4261	Warren Co. Rt I-70 - J2I3160 Warren County Route I-70 Proj# J2I3160	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 409,364.00	100%
4262	Lake Reg. Hospital-Renovation Lake Regional Hospital Renovation	Murray Company 7300 College Blvd., Suite 210	\$ 904,304.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4269	Randolph Co Courthouse-Genratr Randolph County Courthouse Auxiliary Pwr Unit, Huntsville	Randolph County Commission 372 Highway JJ Suite 2-B	\$ 215,423.00	100%
4272	Planet Fitness - Columbia MO Planet Fitness Columbia	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201	\$ 181,041.00	100%
4278	Boone Hosp-Build Out Data Rms Boone Hosp. Build Out Data Rms 2, 3, 4, 5 Floors North	Boone Hospital 1600 E.Broadway	\$ 108,108.00	100%
4279	Embridge-Overhead Pwr Line Wk Embridge- Overhead Power Line Work, Salisbury	The State Group Industrial USA 13800 N. Highway 57	\$ 259,127.00	100%
4280	Fulton Hosp. Guhleman&Hearnes Fulton Hosp. Guhleman&Hearnes Forensic ComplexesHVAC Control	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 1,079,407.00	100%
4281	BooneCo.Rt.124-J5P3225,J5S3155 Boone Co. Rt. 124 J5P3225, J5S3155	Chester Bross Construction P.O. Box 430 8965 Hwy 63	\$ 124,684.00	100%
4282	Break Time Paris Road Break Time Paris Road Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 162,746.00	100%
4287	ATSU- Switchgear Replacement A.T. Still University Switchgear Replacement	A.T. Still University 800 W. Jefferson St.	\$ 658,777.00	100%
4290	Jack Flash / Jack Splash Store Jack Flash Stores Worman-Fortner LLC	CSI Construction Managment Inc P.O. Box 3796	\$ 188,528.00	100%
4298	St.Peters-Jungermann&BooneHill City of St.Peters-JungermannRd & Boone Hills Dr.	Gershenson Construction #2 Truitt Drive	\$ 185,677.00	100%
4300	Ft.L.Wood Forney Airfield Ft. L. Wood Forney Army Airfield	Patriot Construction, LLC 3140 West Ward Rd. Suite#203	\$ 1,864,944.00	100%
4304	Ft.L.Wood-Hist. WWII Bldg 2101 Ft.L.Wood Historic WWII Bldg #2101	Patriot Construction, LLC 3140 West Ward Rd. Suite#203	\$ 343,620.00	100%
4305	Ft.L.Wood- MO Nat'l Guard 1029 Ft.L. Wood MO Nat'l Guard Renovate Bldg 1029	KCI Construction Co. 10315 Lake Bluff Drive	\$ 888,868.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4307	Weaubleau Gym, Additions Weaubleau RIII School Dist. New Gym, Locker & Lobby Addtn	Westport Construction Co. 1006 E. Clark St.	\$ 194,874.00	100%
4327	Boone Co. Gov't Cntr. - Cat.6 Cabling Boone County Gov't Cntr 1st & 2nd Fl-replace Existng Cabling	Boone Co. Information Technol. Director of Info Technology 801 E Walnut Rm#220	\$ 193,514.00	100%
4329	MU Teaching Hosp.-Ambulatory MU Teaching Hosp. Ambulatory Surgery Unit Lab Space Renovtn	Prost Builders P.O. Box 1727 3617 Route CC	\$ 619,753.00	100%
4330	St. Charles Wide Area Network Wide Area Network Fiber & Communication Network Installa	City of St. Charles 200 North Second St.	\$ 1,017,467.00	100%
4332	MS&T Campus Sec. Cameras Phs2 MS&T Campus Security Cameras Installation Phase II	Missouri Science & Technology Construction Management 901 Facilities Ave.	\$ 105,149.00	100%
4337	Rolla, Route 72 Extension Rolla - Highway 72 Extension	Lehman Construction LLC 900 Russellville Rd	\$ 467,762.00	100%
4346	VA Hospital Ambulatory Care VA Hospital 589-333 Expand Ambulatory Care Addition	On Site Construction Group LLC P.O. Box 1577	\$ 482,401.00	96%
4348	St.Peters, City -St.Charles Co McClay Ro. St. Peters, City of -St.Charles County McClay Road Resurfacing	Pace Construction Co. 1620 Woodson Rd.	\$ 304,035.00	100%
4351	Brentwood, City-Hanley Ind.Ct. City of Brentwood - Hanley Industrial Ct-Pedestrian Imprv	Amcon Municipal Concrete 850 Lone Star Drive	\$ 176,772.20	100%
4352	Bright Leaf, Village-Rt100&Tay Village of Bright Leaf -Rt 100 & Taylor/Eatherton, WildwoodMO	Bright Leaf Development, LLC C/O Josh Foster 5091 New Baumgartner Road	\$ 144,106.00	100%
4361	MU School of Music New Building MU School of Music New Building UMC Proj# CP170621&CP172801	Sircal Contracting, Inc 1331 Monroe	\$ 2,216,000.00	99%
4362	Hannibal Reg. Healthcare System Phs III HRHS- Hannibal Reg Healthcare Syst Additions & Renovations Phs 3	Murray Company 7400 College Blvd., Suite 210	\$ 4,888,095.00	95%
4364	Dialysis Clinic - Bowling Green Dialysis Clinic - DCI Bowling Green, MO	Septagon Construction Co., Inc 3890 Rangeline St. Suite 101	\$ 140,546.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4368	Memorial Student Union - UMC Memorial Student Union UMC#	K&S Associates, Inc. 516 Hanley Industrial Court	\$ 955,701.00	100%
4369	Marine Ave. ARS Infrastructure-St.Louis C Marine Ave. -St. Louis County ARS Infrastructure AR-1470	L. Krupp Construction, Inc 415 Old State Road	\$ 195,168.00	100%
4371	Hannibal - Shinn Lane Roundabout City of Hannibal Shinn Lane Roundabout- STP2800(316)	Bleigh Construction Co. P.O. Box 957	\$ 121,957.00	100%
4378	Pevely, City of -Hwy. Z Improvements City of Pevely Hwy Z Improvements STP-55403(664)	R.V. Wagner, Inc. 4712 Green Park Rd.	\$ 235,503.00	100%
4380	End Of The Rainbow Childcare Center End Of The Rainbow Childcare Center, Columbia	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 119,200.00	100%
4383	Ralls Co. Water Treatment Facility Ralls County Water Treatment Facility-Hannibal MO	Plocher Construction Co. Inc 2808 Thole Plocher Rd.	\$ 631,900.00	99%
4386	Fenton, City of Gravois Road Phs 1 City of Fenton Gravois Road Phase 1	Pavement Solutions LLC 20 Mid Rivers Trade Court Suite 100	\$ 126,315.00	100%
4388	Marion&Ralls Co. Rt.61 J3P2226 Marion & Rall Counties Rt.61 J3P2226	Chester Bross Construction P.O. Box 430 8965 Hwy 63	\$ 245,487.00	100%
4389	Capitol Bldg-Exterior Stone Renovation Capitol Building Exterior Stone Renovation & Repairs	Bulley & Andrews Masonry Restoration 1755 West Armitage Ave	\$ 749,700.00	88%
4392	Ft.L.Wood Roll Dental Clinic Bldg 1608 Renew Roll Dental Clinic Bldg 1608 Ft.Leonard Wood, MO	United Excel 5425 Antioch Drive	\$ 807,831.00	100%
4393	Cole Co Rt. 54 J5P3118 Cole County Route 54 J5P3118	Capital Paving & Construction P.O. Box 104960 117 Commerce Drive	\$ 176,942.00	100%
4406	Quarterdeck Bldg. Automation Syst.Upgra Quarterdeck Bldg. Univ. Hospital Automation System Upgrade	University of MO - Columbia E130 General Services Bldg	\$ 175,672.00	100%
4411	Wal Mart#29 Remodel- Jefferson City Wal Mart#29 Jefferson City Remodel	Rick Shipman Construction, Inc 15018 County Road 413	\$ 125,417.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4412	Break Time-Warrensburg Truck Stop Break Time Warrensburg Truck Stop	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 326,747.00	100%
4413	Mac Rak - Moberly Mac Rak Moberly, MO	L & J Development Inc. 1513 Union Avenue Suite 1200	\$ 292,238.00	100%
4415	Our Lady of Lourdes Expans.&Renov. OLLIS-Our Lady of Lourdes Interparish School - Expansion & Renovations	PCE 5900-C North Tower Drive	\$ 297,800.00	85%
4416	Tetra-Pak, Aurora -Process Equipment Tetra-Pak Aurora Organic Dairy Corp Add Process Equipment	Tetra-Pak Inc 600 Bunker Court	\$ 760,206.00	100%
4419	Edmundson East Side Curb&Sidewalk City of Edmundson East Side Curb & Sidewalk Proj.	Spencer Contracting Co. 3073 Arnold Tenbrook Rd.	\$ 196,583.00	100%
4421	TSU - Pickler Library Renovation Truman State Univ. Kirksville Pickler Library Renovation	P S R Construction 800 N. Centennial P.O. Box 961	\$ 567,780.00	100%
4425	Jungermann Rd Bridge Repl.BRM-5640 Jungermann Road -Bridge Replacements-City of St.Peters MO	Pavement Solutions LLC 20 Mid Rivers Trade Court Suite 100	\$ 122,444.50	44%
4427	Columbia Fire Stations #4,5,6,&TC Columbia Fire Stations #4, #5, #6, Training Cntr & Storage Bldg	Little Dixie Construction 3316 LeMone Industrial Blvd.	\$ 156,694.00	100%
4431	Ft.L.Wood Bldg.#492 Black Jack Bar Ft. L. Wood Bldg #492 Black Jack Bar	Olgoonik Diversified Services LLC 370 Old Route 66 Suite 2 P.O. Box 1146	\$ 305,699.00	100%
4432	Centene Urban Campus Centene Centre Clayton, MO	Clayco Construction 2199 Innerbelt Bisness Cntr Dr P.O. Box 270209	\$ 324,588.80	68%
4433	MS&T Phase 1 Gym Renovation MS&T -Fitness Center- Phase 1 Gym Renovation	DeWitt & Associates, Inc. 1256 S. Barnes Ave.	\$ 131,985.00	100%
4434	Slater Public School- HVAC Upgrades Slater School Dist.-HVAC Upgrades Slater, MO	GRP Mechanical Contractors 1 Mechanical Drive	\$ 145,541.00	100%
4437	MSU Woods House Renovation MSU Woods House Rennovation	Johnson Controls GWS LLC Springfield MO Office P.O. Box 730068	\$ 292,364.00	100%

Job#	Job Name	Client	Total	% Complete
4442	South Providence Professional Office Bldg 900 Rangeline Street South Providence Professional Office Building, Columbia	Grove Construction	\$ 161,410.00	100%
4446	MS&T Parker Hall-Ph.2 Stabilization&Ext MS&T Parker Hall - Stabilization & Exterior Renovation Phase 2	K&S Associates, Inc. 12963 Maurer Industrial Drive	\$ 182,124.00	100%
4447	Gamma Phi Beta -Security Gamma Phi Beta - Security Columbia	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209	\$ 545,021.00	98%
4449	City of Columbia-MKT Trail - Bike Blvd. Bike Blvd-MKT to Parkade City of Columbia	Aplex, Inc 1309 B East Main St.	\$ 194,903.00	100%
4458	JCPHS Addition & Renovation JC Public High School Addition & Renovation	Nabholz Construction 17300 W. 116th St.	\$ 1,115,400.00	100%
4459	Jefferson City Downtown Repairs& Electric Jefferson City - Downtown Repairs & Electric Expansion	Sam Gaines Construction 3205 County Rd. 452	\$ 264,400.00	100%
4469	Warren Co Justice Center Renovation Warren County Justice Center Renovation, Warrenton MO	Septagon Construction 113 E. 3rd	\$ 859,774.00	100%
4472	Dialysis Clinic- Columbia Dialysis Clinic Columbia	Septagon Construction Co., Inc 3890 Rangeline St. Suite 101	\$ 124,281.00	100%
4478	Aurora Milk Plant - Inertia Aurora Milk Plant - Inertia Building Automation/Network Install	Big-D Construction 5768 South 1475 East	\$ 383,223.00	100%
4483	Bryan Hall - MSU Bryan Residence Hall Missouri State University, Springfield	Integrity Development & Construction 2631 W. Bennett St.	\$ 1,427,470.00	62%
4502	Planet Fitness - Rolla Planet Fitness Rolla MO	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201	\$ 172,484.00	100%
4511	Columbia Reg. Airport-Runway 2-20 Pave Columbia Regional Airport Runway 2-20 Pavement Repair	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 279,284.00	100%
4524	Blackman Water Treatment Plant-Springfi Blackman Water Treatment Plant 2601 S Blackman Rd Springfield	KCI Construction Co. EMAIL INVOICES 10315 Lake Bluff Drive	\$ 1,468,989.00	100%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4529	MO Valley College - Athletics Bldg MO Valley College Athletics Bldg. Marshall MO	Coil Construction, Inc. 209 E. Broadway	\$ 251,489.00	100%
4533	Veterans United-Foxtrot -Low Voltage Veterans United - Foxtrot Low Voltage Work	Veterans United 1400 Veterans United Drive	\$ 126,770.00	100%
4552	Dent County Jail Dent County Jail Salem, MO	Septagon Construction 113 E. 3rd	\$ 995,874.00	90%
4565	Columbia College-Pannell Street Reconstr Columbia College Pannell Street Reconstruction	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 233,985.00	100%
4566	Urgent Care UMC Fit Out Space UMC -Fit Out Space For New Urgent Care	Crawford Construction 1306 Old Hwy 63 Suite F	\$ 178,349.00	100%
4567	St.Charles Co. I-70 Light Tower I-70 EB near Mid Rivers Mall Drive St. Charles, MO Job#K18F8756 Cont#SL17-040-R6, MO	MO Dept. of Transporatation St. Louis District 1590 Woodlake Drive Job#K18F8756 Cont#SL17-040-R6, MO	\$ 125,093.00	100%
4568	So. Boone Co School-Gym&Central Office Southern Boone Co. School (Ashland) Elem. Gym & Central Office Bldg	Septagon Construction 113 E. 3rd	\$ 216,150.00	100%
4574	Ft.L.Wood- MO Nat'l Guard Roof Replace Ft. L. Wood - MO National Guard Roof Replacement & Other Renovatn	Friga Construction, Inc. 521 W. Melbourne	\$ 290,985.00	100%
4578	Camp Crowder, Camp Clark-Perimeter Ser Upgrade Perimeter Security Infrastructure Camp Clark, Camp Crowder, Spgfld AVCR	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 444,109.00	100%
4584	Forney Airport -Waynesville&St. Robert Cities of Waynesville & St. Robert Forney Airport-Parallel Taxiway,etc	Bloomdsdale Excavating 1221 State Route Y P.O. Box 86	\$ 511,080.00	100%
4590	St. Louis/St. Charles Co. RI&ITS J6Q3284 St.Louis/St.Charles Counties Roadway Items & ITS work	MO Dept. of Transporatation St. Louis District 1590 Woodlake Drive	\$ 514,218.00	100%
4592	JCPHS Addition&Renovation Phs2 JC Public High School- Addition & Renvtn-609 Union St. J.C.- Phase 2	Nabholz Construction 17300 W. 116th St.	\$ 6,728,589.00	99%
4597	SSM SLU Hospital-Traffic Signals SSM St. Louis Univ. Hospital Traffic Signals	Alberici Group 8800 Page Ave	\$ 199,574.00	50%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4599	Golden Valley Memorial Healthcare Cance Golden Valley Memorial Healthcare Cancer Care Center, Clinton MO	Murray Company 7400 College Blvd., Suite 210	\$ 315,047.00	98%
4603	Creekside Assisted Living, Springfield MO Creekside Assisted Living Springfield, MO	ECO- Electric Company of Omaha 2132 S. 156th Circle	\$ 872,954.00	27%
4604	Capitol Complex-Security Camera Upgrad Capitol Complex - Security Camera Upgrades	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 1,261,508.00	98%
4605	Hawthorn Bank, Columbia Hawthorn Bank Infill @ Walnut Bldg Columbia MO	PCE 5900-C North Tower Drive	\$ 162,784.00	100%
4609	VA Hosp.-Replace Mech.,Elec.,&Plumb VA Hospital - Replace Mechanical, Electrical & Plumbing	FHC Contracting, Inc. 400 E Centre Park Blvd Ste 103	\$ 970,947.00	74%
4613	Cole,Moniteau,Morgan Co Rt C J5S3259 Cole Monitau,Morgan Counties Route C/OR 50	Capital Paving & Construction P.O. Box 104960 117 Commerce Drive	\$ 218,458.00	100%
4614	School Of The Osage Phs 2 Add'tn&Reno School Of The Osage (SOTO) Additions & Renovations Phase 2	Nabholz Construction 17300 W. 116th St.	\$ 628,377.00	100%
4639	Ft.L.Wood Bldg 312 HVAC Replacement Ft. Leonard WoodBldg 312 HVAC Replacement	Gideon Contracting LLC 2243 E. Commerce St. P.O. Box 831065	\$ 670,313.00	72%
4654	St. Louis City Route H - J6S3219 St. Louis City/County Route H #J6S3219 intersection Rt.H&Riverview	L. Krupp Construction, Inc 415 Old State Road	\$ 168,610.50	98%
4655	Carrollton R7 School District Carrollton R7 School Dist.-High Sch Middle Sch, Career Cntr. Addtn&Renov	Excel Constructors 8041 West 47th St.,	\$ 489,749.00	99%
4657	School Of The Osage-Phs 3 Addit'n & Rer School Of The Osage Phase III Early Childhood Center	Nabholz Construction 17300 W. 116th St.	\$ 321,809.00	100%
4658	Boone Co. Rt 763&163-J5S3159/J5S3218 Boone County Routes 763 & 163 J5S3159 / J5S3218	Sam Gaines Construction 3205 County Rd. 452	\$ 617,883.00	63%
4661	St. Louis Co. 2018 ITS -Advance Detection 2018 ITS Program -Advance Detection Dept. of Transportation	St. Louis County 1050 North Lindbergh Blvd.	\$ 306,216.40	50%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4663	Ft. L. Wood Hospital - Helipad Ft. Leonard Wood Hospital Helipad W912DQ18D4005/W912DQ19F4	Olgoonik Diversified Services LLC 370 Old Route 66 Suite 2 P.O. Box 1146	\$ 214,808.00	85%
4668	MU Medical Bldg. - BAS Upgrade University Physicians Med. Bldg BAS Upgrade	University of MO - Columbia E130 General Services Bldg	\$ 235,464.00	100%
4674	MS&T Camera Installation Phase 3 MS&T Campus Security Camera Installation Phase 3	Missouri Science & Technology Construction Management 901 Facilities Ave.	\$ 153,724.00	100%
4675	Aldi #84 - Columbia Aldi #84 - Columbia	L. Keeley Construction 500 S. Ewing Ave., Suite G	\$ 152,965.00	100%
4677	Battlefield Mall- Restaurant Addition Battlefield Mall Springfield Ethan Redevelopment	The Law Co. Inc. 345 Riverview P.O. Box 1139	\$ 168,775.00	99%
4682	Aldi #82- Moberly Aldi's Store #82 - Moberly MO	Cissell Mueller Const., Inc. 5530 Salt River Road	\$ 131,550.00	100%
4685	St.Charles-Boschertown Rd&Fox Hill Rd. I St.Charles, City of - Boschertown Rd & Fox Hill Rd Intersection	City of St. Charles 200 North Second St. Room 202	\$ 391,453.00	100%
4687	St.Louis County-Laclede Station Road St. Louis County - Laclede Station Road Resurfacing-north of Weil Ave to Newport Ave	Spencer Contracting Co. 3073 Arnold Tenbrook Rd.	\$ 382,324.00	99%
4691	MU Med Science -Research Vivarium MU Medical Science - Research Vivarium Upgrade &Maintenance	K&S Associates, Inc. 12963 Maurer Industrial Drive	\$ 1,082,113.00	90%
4695	Edmundson-West Side Curb&Sidewalk City of Edmundson -West Side Curb & Sidewalk Improvements	Spencer Contracting Co. 3073 Arnold Tenbrook Rd.	\$ 296,801.00	100%
4712	Benton County Rt 7 -J7P3187D Benton County Route 7 J7P3187D	Do-Rite Construction & Excavation 17195 Highway 65	\$ 237,917.00	40%
4714	Marshall Public Schools - Spainhower Marshall Public Schools-Spainhower Scho Roofing & HVAC Replacement	Crawford Construction 1306 Old Hwy 63 Suite F	\$ 124,552.00	100%
4716	Phi Kappa Psi - UMC Phi Kappa Psi UMC	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209	\$ 246,297.00	68%
4718	Columbia Orthopaedic Group Expansion Columbia Orthopaedic Group Expansion	McCarthy Building Companies 1A South Keene St.	\$ 1,102,171.00	96%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4720	Pulaski County Jail Pulaski County Jail	Reese Equipment Company LLC 16400 Highway 133	\$ 2,270,000.00	22%
4721	Ft.L.Wood Blood Plasma Processing Cent Ft. Leonard Wood Blood Plasma Processing Facility	Walga Ross Group JV 3600 NE Sardou Ave Suite 7	\$ 1,196,278.00	8%
4722	Columbia, City of-Well&Pump Station Gen City of Columbia Well&Pump Station Backup Generator	City of Columbia 701 E. Broadway P.O. Box 6015	\$ 581,809.00	6%
4734	Jefferson, City of-Dunklin Street Bridge&C Jefferson City -Dunklin St Bridge & Corridor Proj#32155	Don Schnieders Excavating 1307 Fairground Rd.	\$ 342,902.00	61%
4745	Ft.L.Wood-Simulator Bldgs 12510,12517 Ft.L.Wood -Simulator Bldgs 12510 & 12517	Snodgrass Contracting LLC 11041 Hwy. AE	\$ 137,494.00	75%
4752	Crawford/Iron Co.-Various Routes Crawford/Iron Counties Various Routes J5P3214-MODOT Rt 19&32 Crawford Co.	Raineri Construction 1300 Hampton Ave. Suite 200	\$ 107,796.00	5%
4754	Franklin County Route 47 - J6S3207 Franklin County Route 47 Proj#J6S3207	Pace Construction Co. 1620 Woodson Rd.	\$ 210,685.00	100%
4770	Green City School-HVAC, Upgrade Elem. , Green City R1 School - HVAC, Upgrade Elem., Lights For Ceiling	CTS Group 16647 Chesterfield Grove Rd. Ste 200	\$ 140,210.00	100%
4775	Aldi #85R Jefferson City Aldi #85R Jefferson City	BEX Construction Service 901 1st Capitol Drive	\$ 201,088.00	3%
4777	Oakland Middle School Renovation CPS Oakland Middle School Renovation Columbia Public Schools	Crawford Construction 1306 Old Hwy 63 Suite F	\$ 509,618.00	95%
4802	Western MO Correction Cntr-Lethal Fence Western MO Correct'l Center, Cameron Lethal Fence & Guard Shack	OA-FMDC 301 W. High St Room 730 P.O. Box 809	\$ 3,729,047.00	27%
4803	St. Louis Co. 2019 ITS Proj.AR-1727 St. Louis County 2019 ITS	St. Louis County 1050 North Lindbergh Blvd.	\$ 458,086.00	0%
4810	Burger King, St. Robert Burger King St. Robert, MO	Knoebel Construction, Inc. 18333 Wings Corporate Drive	\$ 101,871.00	77%
4818	Westbury Village - Traffic Signals Westbury Village Traffic Signals Boone County	Emery Sapp & Sons 2301 I-70 Drive NW	\$ 195,711.00	17%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4819	Benton County Jail, Warsaw Benton County Law Enforcement Center, Warsaw	Septagon Construction 113 E. 3rd	\$ 1,191,500.00	9%
4860	Women&Children Hosp-East Inpatient Exp Women's&Children's Hospital East Inpatient Expansion	Nabholz Construction 17300 W. 116th St.	\$ 468,233.00	27%
4862	MSHP - DNA Lab Expansion MO State Hwy Patrol, Jefferson City DNA Lab Expansion	Cahills Construction, Inc. 1704 East 10th St. Suite C	\$ 261,500.00	5%
4869	Veterans United - State Farm Veterans United State Farm Phases are by building	Coil Construction, Inc. 209 E. Broadway	\$ 462,878.99	50%
4870	PSRS/PEERS Phs 2-Addition&Renovation Public School Retirement Syst. Phs2 Addition & Renovation	River City Construction LLC Ashland Office P.O. Box 1389	\$ 939,351.00	2%
4871	Ft.L.Wood- Heat Recovery Syst. Bldg2369 Ft. Leonard Wood Bldg. #2369 Combined Heat Recovery System	Ameresco, Inc. - TN 520 W. Summit Hill Dr. Suite 401	\$ 412,837.90	0%
4879	Milan C-2 School Milan C-2 School District- Additions & Remodel, Milan MO	P S R Construction 800 N. Centennial P.O. Box 961	\$ 271,200.00	5%
4885	St Roberts - I-44 Spur Missouri Ave. St. Robert - I-44 Spur Missouri Ave.	City of St. Robert P.O. Box 1156 194 Eastlawn Ave., Suite A	\$ 136,660.00	0%
4887	Chesterfield Airport Road Resurfacing Chesterfield Airport Road Resurfacing St.Louis County	L. Krupp Construction, Inc 415 Old State Road	\$ 459,693.80	0%
4888	Boone Co. Family Resources Office Bldg Boone County Family Resources Office Bldg.	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209	\$ 585,500.00	0%
4895	Lake Reg. Health - ICU/PCU/MSU Renove Lake Regional Health Care ICU/PCU/MSU Renovations	Murray Company 7400 College Blvd., Suite 210	\$ 249,625.00	3%
4896	TSU -Greenwood Center Truman State University Greenwood Center Site Development	Sparks Constructors 505 N. Main	\$ 106,724.00	0%
4906	Sinclair Research-Bldg. #1 Electrical Sinclair Research - Building #1 Electrical, Columbia	Sinclair Real Estate & Property, LLC Maintenance 562 State Road DD	\$ 515,130.00	12%

<u>Job#</u>	<u>Job Name</u>	<u>Client</u>	<u>Total Project</u>	<u>% Complete</u>
4915	MO State Fairgrounds- Sheep Pavillion MO State Fairgrounds Sheep Pavillion- Renovations & Roof	Westport Construction Co. 1006 E. Clark St.	\$ 258,000.00	0%
4923	Central Bank of Boone Co.-2nd Floor Central Bank of Boone County Main Office 2nd Floor Remodel	Little Dixie Construction 1431 Cinnamon Hill Lane Suite 209	\$ 134,900.00	0%
4924	Nixa High School Stadium Improvmts Nixa High School Stadium Improvements	DeWitt & Associates, Inc. P.O. Box 3378	\$ 413,716.00	0%



References

City of Columbia
Mark Neckerman
701 E. Broadway
Columbia, MO 65205
(573) 874-7284

Boone Hospital Center
Kyle Kreig
1600 E. Broadway
Columbia, MO 65205
(314) 827-5620

Project Highlight:
Columbia Government Center
AV System
Data/IT
Power
400 kW Generator

Project Highlight:
Boone Hospital Center South Tower
Power
Data/IT
Fire Alarm, Security, Etc.

Audrain Medical Center
David Schulte
620 E. Monroe
Mexico, MO 65265
(573) 582-8345

Carfax
Danny Staples
2301 Maguire Blvd
Columbia, MO 65201
(573) 268-8138

Project Highlight:
Info Tech Services Department
Data/IT
Power

Project Highlight
Building Addition & Data
Data/IT
Power
230 kW Generator

Truman State University
Mark Schultz
100 East Normal
Kirksville, MO 65301
(660) 785-4120

Project Highlight:
Truman State University Fiber Network
Data/IT
Power
200 kW Generator (Mo Hall)



Company ID Number: 178722

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Meyer Electric Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 178722

Approved by:

Employer Meyer Electric Co., Inc.	
Name (Please Type or Print) Vicky Johnson	Title
Signature Electronically Signed	Date 01/12/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/12/2009



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

REQUEST FOR BID

Robert Wilson
Buyer
Phone: (573) 886-4393
Facsimile: (573) 886-4390
rwilson@boonecountymo.org

BID DATA

INFORMATION

Bid Number: **31-29JUL20**
Bid Title: **Electrical Services – Term and Supply**

SUBMISSION INFORMATION

Due Date and Time: **Wednesday, July 29, 2020 at 2:00 p.m. Central Time**
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

OPENING INFORMATION

Date and Time: Wednesday, July 29, 2020 at 2:00 p.m. Central Time
Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

BID CONTENTS

1. Introduction and General Conditions of Bidding
 2. Contract Conditions and Requirements
 3. Primary Specifications
 4. Response Presentation and Review
 5. Response Form
- Attachment A. Statement of Bidder's Qualifications and Prior Experience
Attachment B: Compliance with House Bill 1549 and Work Authorization
Attachment C: Certification of Individual Bidder and Affidavit
Attachment D: Debarment Certification
Attachment E: Affidavit for Compliance with Prevailing Wage
Attachment F: Affidavit of Compliance with OSHA Training
Attachment G: Standard Terms and Conditions
Attachment H: No Bid Response Form
Attachment I: State Prevailing Wage Order No. 27

1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

- 1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.
- 1.2. DEFINITIONS
- 1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
- 1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.
- 1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
- 1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
- 1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
- 1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
- 1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. Response - The written, sealed document submitted according to the Bid instructions.
- 1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at:

www.showmeboone.com *Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.*

- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **August 1, 2020 through July 31, 2021** and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **CONTRACT RENEWAL** – **The contract may be renewed by the County for up to an additional four (4) one-year periods** unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form or the current Prevailing Wage rates. If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.
- 1.8. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

- 1.9. **TERMINATION FOR CONVENIENCE** – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. INSURANCE

- 2.1.1. **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.
- 2.1.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each

accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.1.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.1.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.1.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.1.7. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an

occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

- 2.2. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.\
- 2.3. 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.
- 2.4. 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

- 2.5. **CRIMINAL BACKGROUND CHECK** - Boone County reserves the right to approve individuals who will be working on various projects. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. 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, may not be permitted to work on the project.
- 2.6. **OVERHEAD LINE PROTECTION** - 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.

2.7. 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.

2.7.1. 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, **and certify compliance by affidavit at the conclusion of the project.**

2.7.2. 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.

2.8. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.9. PREVAILING WAGE - With submission of a bid response, Vendor acknowledges that any *major repair* service in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs". Any questions regarding "major repairs" should be addressed to the

Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 27** is reproduced verbatim and included with these bid documents and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 109, Columbia, MO 65201; or email rwilson@boonecountymo.org, or call the Purchasing offices at 573-886-4393. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

- 2.9.1. 2018 Changes to Prevailing Wage Law - If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.
- 2.9.2. If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.9.3. Special Rule for Change Orders - If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.
- 2.9.4. It is not anticipated that any repair performed under this contract will reach the \$75,000 threshold and the County reserves the right to bid out any one project with an estimated cost of \$6,000 or greater.
- 2.9.5. Wage Rates - “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.9.6. Records - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives

- of the Labor & Industrial Relations Commission and Boone County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to completed project's acceptance.
- 2.9.7. Notices - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.9.8. Penalty - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by a Subcontractor under them.
- 2.9.9. Affidavit of Compliance - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.9.10. Wage Determination - The prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.
- 2.10. LIEN WAIVERS - Prior to the release of a project's final payment amount, contractor shall file with the County a completed affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract.
- 2.11. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 (5) 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.

2.12. BILLING AND PAYMENTS - Monthly Statements should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid monthly statement.

2.12.1. Monthly Statements for all contracted work done for the County on a “time and material” basis shall include the following information:

- a. County’s Contract Number.
- b. Name of the County Department that requested the services.
- c. Address of the County location where work was performed.
- d. Date(s) work performed.
- e. Itemized list of materials used and contractor’s cost of rental equipment used, if any. Include contract markup percentage and net costs.
- f. Labor cost per hour with names of crew members on the job.
- g. Total hours on project
- h. Total costs of labor

Note: If the above information is not noted on the statement, it will be returned to the Contractor for additional information before payment can be made.

2.12.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3. PRIMARY SPECIFICATIONS

3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform electrical services, including emergency electrical services, to various County owned and maintained buildings throughout Boone County, Missouri.

3.2. BACKGROUND INFORMATION – Currently there are three Contractors that provide emergency electrical services to the County. The contract, Number 34-24JUN15, is set to expire this year. The County seeks to put a new electrical services contract in place that includes not only emergency services but also repair services. To view past award information for this contract, please navigate to Bid Awards on our website and select 2015. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2015 Bid Archives.

3.3. ESTIMATED USAGE - All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this

contract are approximately \$6,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.

3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 3.4.1. Repair Services - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. excluding holidays as defined in the Response Section. Contractor shall return all service calls made by the County within one (1) hour of notification. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a half hour.
- 3.4.2. Emergency Services - The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency services outside of normal business hours to include all workmen and repairs.
- 3.4.3. Major Repairs - Before major non-emergency repairs are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs may be quoted verbally to expedite the job but a written quotation of the same detailing parts and labor charges shall follow within three (3) business days. No work resulting in additional charges to the County over the original approved written quote shall be authorized without prior written approval from the County's Department Supervisor requesting the services. The County reserves the right to bid any job with an estimated cost of \$6,000.00 or more and to utilize other vendors and County maintenance staff for all projects.
- 3.4.4. Equipment/Safety - The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 3.4.5. Workmanship - Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 3.4.6. Cleaning - The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material,

rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property - All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Department Supervisor shall be consulted.

- 3.4.7. Responsibility of Compliance - The Contractor to whom this contract is awarded shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Contractor will in no way relieve him/her from the responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful Contractor shall comply with:
- a. All pertinent requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 3.4.8. The Contractor shall be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits
- 3.4.9. Final Inspection and Approval - The Contractor shall request the Department Supervisor to conduct a site inspection after the project is complete. The Department Supervisor will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Department Supervisor. Final project approval is contingent upon the Department Supervisor's final inspection and written approval.
- 3.4.10. Property Damage - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities - Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.4.11. Warranties - The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 3.4.12. Materials - All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

- 3.4.13. Replacement Parts - Replacement parts furnished must be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 3.4.14. Sub-Contractors: No subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.15. Labor Rates/Mobilization - Portal-to-Portal mobilization is allowed, not to exceed one-hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.
- 3.4.16. Delivery - Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.5.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 3.5.1.2. The Bidder shall provide evidence with their Response showing they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three (3) consecutive years immediately preceding the submission of this bid.
- 3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.6. OTHER CONDITIONS AND REQUIREMENTS

- 3.6.1. Inspection of Facilities - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured by contacting the Purchasing Department at (573) 886-4393.
 - 3.6.1.1. Service location include, but are not limited to:
 - Boone County Government Center, 801 East Walnut Street, Columbia
 - Boone County Sheriff's Department, 2121 County Drive, Columbia
 - Sheriff's Department Annex, 2111 County Drive, Columbia
 - Emergency Communication Center, 2145 County Drive, Columbia

Emergency Management, 609 E. Walnut Street, Columbia
Boone County Courthouse, 705 East Walnut Street, Columbia
Boone County Road & Bridge, 5551 Tom Bass Road, Columbia
Juvenile Justice Center, 5665 Roger I. Wilson Drive, Columbia
Boone County Annex, 613 East Ash Street, Columbia
Boone County Alternative Sentencing Center, 607 East Ash Street, Columbia
Johnson Building, 601 East Walnut Street, Columbia

- 3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: rwilson@boonecountymo.org.
- 3.6.3. Designee - Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 3.6.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 3.6.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on

the outside with your company name and return address, **the proposal number** and the due date and time.

- 4.3. **ADVICE OF AWARD** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. **BID OPENING** - On the date and time and at the location specified on the title page under “Bid Opening”, all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder’s name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. **REJECTION OR CORRECTION OF RESPONSES** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.
- 4.8. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.9. **METHOD OF EVALUATION** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. **ACCEPTABILITY** - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. **ENDURANCE OF PRICING** - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

RESPONSE FORM

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

Company Information

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____ Federal Tax ID: _____

- Corporation
- Partnership Name: _____
- Individual/Proprietorship Name: _____
- Other: _____

Services: Contractor proposes to furnish the equipment/material to the County as indicated on this Response Form with transportation charges prepaid and for the price quoted. All equipment/material to be furnished in accordance with the County's specifications attached hereto.

Item Description	Unit Price
Material \$0.00 - \$999.00 (markup over Contractor cost)	_____ % markup
Material \$1,000.00 - \$5,999.00 (markup over Contractor cost)	_____ % markup
Material \$6,000.00 and up (markup over Contractor cost)	_____ % markup
Rental Equipment (markup over Contractor cost) per unit	_____ % markup

Repair Services / Non-Prevailing Wage

Unit Price

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Major Repair Services / Prevailing Wage

Unit Price

Labor (Straight Time)	\$ _____ /hr
Rate per hour for each additional technician (Straight Time)	\$ _____ /hr
Labor (Nights/Weekends)	\$ _____ /hr
Rate per hour for each additional technician (Nights/Weekends)	\$ _____ /hr
Labor (Holidays as listed by Bidder on Response Form)	\$ _____ /hr
Rate per hour for each additional technician (Holidays)	\$ _____ /hr
Flat rate per hour for emergency service (outside normal business hours, to include all workers and repairs)	\$ _____ /hr

Emergency Twenty-Four Hour Service Contact

Name: _____

Job Title: _____

Phone Number: _____

Holidays

List the holidays observed by your company: _____

Renewals

Quote maximum percentage increases for contract renewals. Any requested rate adjustments for the Major Repair Services / Prevailing Wage section of this Response Form will be evaluated by the County at each renewal. Please note that percentage markups quoted in the Item Description section of this Response Form shall remain fixed for the duration of this contract.

First Renewal Term: _____ %

Second Renewal Term: _____ %

Third Renewal Term: _____ %

Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Print Name): _____

Signature

Date

ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. General type of work performed:

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: _____**
- (b) Description of defaulted contracts and reason therefore:**

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s) **By _____**
(Signature)

(Title of Person Signing)

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20_____.

Notary Public

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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

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



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

“No Bid” Response Form

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

NO BID RESPONSE FORM

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

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

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

Bid: 31-29JUL20 – Electrical Services - Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} en.

August Session of the July Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

13th

day of

August

2020

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

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 33-22AUG19 – Credit-Debit Card Processing Services.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 13th day of August 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Absent

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 18, 2020
RE: Amendment Number One – 33-22AUG19 - Credit-Debit Card Processing Services

Term & Supply contract *33-22AUG19 - Credit-Debit Card Processing Services* was approved by commission for award to Gila, LLC, dba Municipal Services Bureau on October 29, 2019, commission order # 470-2019.

Due to COVID-19, the anticipated implementation timeframe did not occur. This amendment changes the initial contract term to October 29, 2019 through June 30, 2021. There are five, one-year renewal periods.

cc: Contract File

Commission Order: 358-2020

Date: 8/13/2020

CONTRACT AMENDMENT NUMBER ONE
FOR
CREDIT-DEBIT CARD PROCESSING SERVICES

The Agreement 33-22AUG19 dated the 29th day of October 2019 made by and between Boone County, Missouri and Gila, LLC, dba Municipal Services Bureau for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. Change Paragraph 3, Contract Duration to read:

Contract Duration - The contract duration shall be from October 29, 2019 through June 30, 2021. The contract shall have five, one-year optional renewal periods following the completion of the initial contract term. Renewal options will be subject to contract performance, technological advancements, etc. If vendor is not renewing or has a different fee structure, they MUST notify County a minimum of 90 days prior to expiration date.

- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

Gila, LLC, dba Municipal Services Bureau

By: Elye Sakmary
28476CE28D22471...

Title: President

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill
BA4B934CED6E4EB

Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Brianna L Lennon by MT
7D82DA986BF6498...

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

Gene E. Pittsford by HA
Term + Supply - No encumbrance required
EB91DB24AAAC49D...

Signature

8/6/2020

Date

Term & Supply

Appropriation Account