

271 -2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the

6th

day of July

20 21

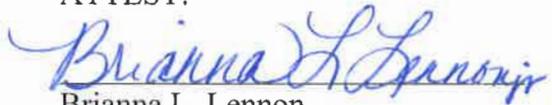
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does award bid 18-19MAY21 - Check Point Firewall to Enterprise Consulting Group of St. Louis, Missouri for offering the lowest and best bid. This bid closed on May 19, 2021.

Total cost of contract is \$56,476.35 and will be paid from Departments 1172 - GF IT Hardware & Software and 2708 - 911/EM IT Hardware & Software, and Accounts 70050 - Software Service Contract and 70100 - Software Subscriptions.

Done this 6th day of July 2021.

ATTEST:


Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

To: County Clerk's Office

Comm Order # 271-2021

Please return purchase req with back-up to Auditor's Office.



05/24/21

RQST
DATE

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

12199

VNDR #

Enterprise Consulting Group

VENDOR NAME

18-19MAY21

BID #

Ship to Dept #: 1170

Bill to Dept #: 1170

Dept	Account	Item Description	Amount
1172	70050	Check Point Enterprise Software Support (8x5) - Check Point SmartEvent Blade for Security Management; C200. Part Number CPES-SS. Bid Section 4.9.1.	\$242.25
2708	70050	Check Point Enterprise Software Support (8x5) - Check Point SmartEvent Blade for Security Management; C200. Part Number CPES-SS. Bid Section 4.9.1.	\$242.25
1172	70050	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Log; Dedicated Software for 5 Gateways (perpetual). Part Number CPES-SS. Bid Section 4.9.2	\$275.63
2708	70050	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Log; Dedicated Software for 5 Gateways (perpetual). Part Number CPES-SS. Bid Section 4.9.2	\$275.63
1172	70050	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Software for 5 Gateways (SmartEvent & Compliance) Part Number CPES-SS. Bid Section 4.9.3	\$353.63
2708	70050	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Software for 5 Gateways (SmartEvent & Compliance) Part Number CPES-SS. Bid Section 4.9.3	\$353.63
1172	70050	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 5800 Next Generation Threat Extraction Appliance - High Performance Package. Part Number CPES-SS-PREMIUMADD-ACSP. Bid Section 4.9.4	\$8,103.00
2708	70050	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 5800 Next Generation Threat Extraction Appliance - High Performance Package. Part Number CPES-SS-PREMIUMADD-ACSP. Bid Section 4.9.4	\$8,103.00
2708	70050	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 1450 Next Generation Threat Prevention Security Appliance. Part Number CPES-SS-PREMIUMADD-ACSP. Bid Section 4.9.5	\$171.00
1172	70050	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways. Part Number CPES-SS-PREMIUMADD-ACSP. Bid Section 4.9.6	\$886.86

[Signature]
Approving Official

Melal, G. S. B.
Prepared By

PV

cy 4/29
Auditor Approval

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: July 6, 2021
RE: Bid Award Recommendation: *18-19MAY21 - Check Point Firewall*

Request for Bid *18-19MAY21 - Check Point Firewall* closed on May 19, 2021. One bid was received. Aron Gish, Boone County Information Technology Director recommends award to Enterprise Consulting Group of St. Louis, Missouri for offering the lowest and best bid.

Total cost of contract is \$56,476.35 and will be paid from departments 1172 - GF IT Hardware & Software and 2708 - 911/EM IT Hardware & Software, and accounts 70050 - Software Service Contract and 70100 - Software Subscriptions.

ATT: Bid Tab

cc: Bid File
Greg Edington, Public Works
Aron Gish/Ryan Irish, Information Technology

38-17JUN16 - Check Point Firewall			Enterprise Consulting Group	
BID TABULATION				
4.9.	Description	Quantity	Unit Price	Extended Price
4.9.1.	Check Point Enterprise Software Support (8x5) - Check Point SmartEvent Blade for Security Management; C200. Part Number CPES-SS	2	\$242.25	\$484.50
4.9.2.	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Log; Dedicated Software for 5 Gateways (perpetual). Part Number CPES-SS	1	\$551.25	\$551.25
4.9.3.	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Software for 5 Gateways (SmartEvent & Compliance) Part Number CPES-SS	1	\$707.25	\$707.25
4.9.4.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 5800 Next Generation Threat Extraction Appliance - High Performance Package. Part Number CPES-SS-PREMIUMADD-ACSP	2	\$8,103.00	\$16,206.00
4.9.5.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 1450 Next Generation Threat Prevention Security Appliance. Part Number CPES-SS-PREMIUMADD-ACSP	1	\$171.00	\$171.00

4.9.6.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point Smart-1 210 Appliance with Policy, Log and Event Security Management for 10 Security Gateways. Part Number CPES-SS-PREMIUMADD-ACSP	1	\$1,773.75	\$1,773.75
4.9.7.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point Security Gateways Interface Card 8 Port 10/100/1000 RJ45. Part Number CPES-SS-PREMIUMADD-ACSP	2	\$420.00	\$840.00
4.9.8.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 16GB RAM (replace) for Smart-1 205 and Smart-1 210. Part Number CPES-SS-PREMIUMADD-ACSP	1	\$108.00	\$108.00
4.9.9.	Security Services Subscription (Annuity Software Blades) - SmartEvent and SmartReporter Bundle for Smart-1 210 Appliance. Part Number CPSB-EVS-SM210-1Y	1	\$2,889.15	\$2,889.15
4.9.10.	Security Services Subscription (Annuity Software Blades) - Enterprise Based Protection - Next Generation Threat Extraction (NGTX) for (2) 5800's and (1) 1450 Appliance. Part Number CPEBP-NGTX	1	\$28,495.40	\$28,495.40

4.9.11.	Security Services Subscription (Annuity Software Blades) - Enterprise Based Protection - Next Generation Security Management Software for 5 Gateways (SmartEvent & Compliance). Part Number CPSB-EVS-COMP-5-1Y	1	\$4,250.00	\$4,250.00
	TOTAL (4.9.1. – 4.9.11.)			\$56,476.30
Future Years Support Cost				
4.9.13.	Year 2 Support Cost			\$59,302.22
4.9.14.	Year 3 Support Cost			\$62,267.00
4.9.15.	Year 4 Support Cost			\$65,381.00
4.9.16.	Year 5 Support Cost			\$68,650.00
	TOTAL (4.9.13. – 4.9.16.)			\$255,600.22
	GRAND TOTAL (4.9.1. + 4.9.16.)			\$312,076.52
4.11.	COOP? (Yes or No)			No response
4.12.	Days after Receipt of Order for Delivery			3
4.10.	Please describe Warranty or attach:			See bid response
4.13.	Describe any deviations from bid specs.			none

**PURCHASE AGREEMENT FOR
CHECK POINT FIREWALL**

THIS AGREEMENT dated the 6th day of July 2021 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **EC Acquisition, L.L.C., d/b/a Enterprise Consulting Group**, herein "Contractor" or "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Check Point Firewall**, County of Boone Request for Bid number **18-19MAY21** including Introduction and General Condition of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Boone County Standard Terms and Conditions, Prior Experience, Work Authorization Certification, Debarment Certification, as well as the Bid Response dated May 18, 2021 and executed by Brian Gasawski on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the terms, conditions, provisions and requirements contained in the bid specifications shall control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on **July 28, 2021 and extend through July 27, 2022** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis for a maximum of 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 furnish and deliver products and services to provide Check Point Firewall for Boone County for the pricing detailed within. All Check Point Firewall products and services shall be provided in conformity with the bid specifications and as set forth in the Contractor's bid response.

4.9.	Description	Qty	Unit Price	Extended Price
4.9.1.	Check Point Enterprise Software Support (8x5) - Check Point SmartEvent Blade for Security Management; C200. Part Number CPES-SS	2	\$242.25	\$484.50
4.9.2.	Check Point Enterprise Software Support (8x5) - Next Generation Security Management Log; Dedicated Software for 5 Gateways (perpetual). Part Number CPES-SS	1	\$551.25	\$551.25
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4.9.4.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 5800 Next Generation Threat Extraction Appliance - High Performance Package. Part Number CPES-SS-PREMIUMADD-ACSP	2	\$8,103.00	\$16,206.00

4.9.5.	Appliance Collaborative Premium Enterprise Support (24x7) - Check Point 1450 Next Generation Threat Prevention Security Appliance. Part Number CPES-SS-PREMIUMADD-ACSP	1	\$171.00	\$171.00
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4.9.11	Security Services Subscription (Annuity Software Blades) - Enterprise Based Protection - Next Generation Security Management Software for 5 Gateways (SmartEvent & Compliance). Part Number CPSB-EVS-COMP-5-1Y	1	\$4,250.00	\$4,250.00
TOTAL (4.9.1. – 4.9.11.)				\$56,476.30
Future Years Support Cost				
4.9.8.	Year 2 Support Cost		\$59,302.22	
4.9.9.	Year 3 Support Cost		\$62,267.00	
4.9.10	Year 4 Support Cost		\$65,381.00	
4.9.11	Year 5 Support Cost		\$68,650.00	

4. **Delivery** - Contractor agrees to provide Check Point Firewall products and service within three (3) calendar days after receiving Notice to Proceed.

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

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

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

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

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

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

**EC ACQUISITION, L.L.C. D/B/A
ENTERPRISE CONSULTING GROUP**

By: DocuSigned by:
Mark M. Reed
7D85C703BA7D4E3

President & CEO

Title: _____

BOONE COUNTY, MISSOURI

By: Boone County Commission

DocuSigned by:
Daniel K. Atwill
BA4B924CED8E4EB
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
CJ Dykhouse
7D71DEAEB9D74DD
CJ Dykhouse, County Counselor

ATTEST:

DocuSigned by:
Brianna L Lennon
D287E242BFB948C
Brianna L. 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 of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Janet A. Haddock
F0D08ADB184244D

Signature

6/29/2021

Date

- 1172-70050 / \$9,969.39
- 2708-70050 / \$10,872.39
- 1172-70100 / \$13,068.05
- 2708-70100 / \$22,566.52

Appropriation Account

272-2021

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

July Session of the July Adjourned

Term. 20 21

County of Boone

In the County Commission of said county, on the 6th day of July 20 21

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

Now on this day, the County Commission of the County of Boone does approve Contract 05715 – Sabre Model S3R Self-Supporting Radio Tower which was approved by Commission for award to Sabre Industries of Sioux City, Iowa on April 12, 2018, Commission Order #168-2018. This amendment adds one (1) 180’ radio tower for the PEN site located at the Central Missouri Correctional Center in Cole County.

The current quoted cost of contract is \$193,624.55 and invoice(s) will be paid from Department 2706 – Radio Network Improvements, Account 91300 – Machinery & Equipment. \$198,500.00 is budgeted for the PEN site.

This is a Cooperative Contract.

Done this 6th day of July 2021.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
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: February 6, 2015
RE: Amendment Number Three – 05715 – 180' Sabre Model S3R Self-Supporting Radio Tower

Contract 05715 – *Sabre Model S3R Self-Supporting Radio Tower* was approved by commission for award to Sabre Industries of Sioux City, Iowa on April 12, 2018, commission order #168-2018. This amendment adds one (1) 180' radio tower for the PEN site located at the Central Missouri Correctional Center in Cole County.

The current quoted cost of contract is \$193,624.55 and invoice(s) will be paid from department 2706 – Radio Network Improvements, account 91300 – Machinery & Equipment. \$198,500.00 is budgeted for the PEN site.

Joint Communications will initially order some of the needed elements now for \$6,790.59 (anchor bolts, templates, PE stamped calculations, drawings). The tower materials/steel will not be ordered until the foundation is complete. The materials/steel portion of the contract (\$89,945.12) will be allowed to be adjusted at time of order.

The concrete shelter will be ordered at a later date at a firm price of \$96,888.84.

This is a cooperative contract that provides a discount from list of 5%, and the contract allows price adjustment increases. The contractor will be required to provide sufficient documentation to justify the requested increase, and the adjusted price must not produce a higher profit margin than that established on the original contract.

cc: Dave Dunford, Chad Martin / Joint Communications
Contract File

Commission Order #: 272-2021

Date: 7/6/2021

**CONTRACT AMENDMENT NUMBER THREE
FOR
RADIO TOWER, SELF-SUPPORTING 180', SABRE MODEL S3R
FOR CENTRAL MISSOURI CORRECTIONAL CENTER SITE (PEN) IN COLE COUNTY)**

The Agreement **05715** dated the 22nd day of April 2018 made by and between Boone County, Missouri and **Sabre Communications Corporation** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD one additional tower with equipment and freight as detailed below and in attached quote number 22-0530-NASPO2 dated June 15, 2021. Note: The County is not purchasing the tower lighting package, or the tower erection service listed on the quote.

Initial Order with immediate delivery with firm contract price:

	<u>List</u>	<u>5% Discount Off List</u>
Anchor Bolts and Templates	\$2,369.46	\$2,250.99
Anchor Bolt Freight		\$316.00
Leg-to-Leg Templates and Freight	\$901.14	\$857.03
PE Stamped Calculations	\$1,012.50	\$961.88
Final Erection Drawings	\$2,531.25	\$2,404.69
Sub-Total:		\$6,790.59

Order to be placed at a later date following completion of foundation with possible price adjustment at time of fabrication:

	<u>List</u>	<u>5% Discount Off List</u>
Tower Materials	\$91,088.55	\$86,534.12
Tower Freight to Cole County, MO		\$3,411.00
Sub-Total:		\$89,945.12

Order to be placed at a later date with firm contract price:

	<u>List</u>	<u>5% Discount Off List</u>
Concrete Shelter	\$91,179.40	\$89,446.84
Shelter Freight to Cole County, MO		\$7,442.00
Sub-Total:		\$96,888.84

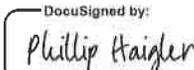
GRAND TOTAL \$193,624.55

2. Tower Material price in contract of \$86,534.12 is not firm. Contractor may provide a new quote for the tower material when the County is ready to place the order for the tower. Contractor must follow paragraph 3.5. *Price Adjustments* of the cooperative contract which requires the Contractor to provide sufficient documentation to justify the requested increase, and the adjusted price must not produce a higher profit margin than that established in the original contract pricing.
3. 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.

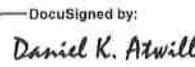
SABRE COMMUNICATIONS CORPORATION

BOONE COUNTY, MISSOURI

By: 
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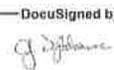
By: Boone County Commission

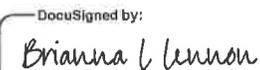
Title: Contracts Manager - Federal Programs


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Daniel K. Atwill, Presiding Commissioner

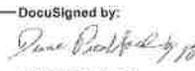
APPROVED AS TO FORM:

ATTEST:


7D71DEAEB9D74DD...
County Counselor


D267E2426FB948C...
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.)

 4147B4E3F1C847D	6/29/2021	2706 / 91300 – \$193,624.55
Signature	Date	Appropriation Account