



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **39-28SEP17**

Commodity Title: **Forensic Workstation**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, September 28, 2017**

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 wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Thursday, September 28, 2017**

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: **Response Presentation and Review**
- 4.0: **Response Form**
- 5.0:
 - **Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant**
 - **Standard Terms and Conditions**
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**

- **Work Authorization Certification**
- **“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.

The County requests bids for a forensic workstation for the Boone County Sheriff's Department further specified in greater detail in Section 2.

1.2. DEFINITIONS:

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

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

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

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

1.2.2. **Bidder, Contractor, Supplier/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 Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor is the Bidder who has been selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

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

1.2.3. **Request for Bid or "Bid":** 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:** 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 fax or 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. **Bidder Responsibility:** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this RFB. By submitting a Response,

the Bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Amendment:** 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 offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.

1.4.1. The County 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 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 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;
- 3) the provisions of the Bidder's Response

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.

1.7. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor 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 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 also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

The contractor shall require each subcontractor to affirmatively state in its contract with the 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. The contractor shall also require each subcontractor to provide the 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. **Technical Specifications**

2.1. **PURCHASE:** The contractor shall provide and install one (1) Forensic Workstation (Talino KA-701X or Equal) for the Boone County Sheriff's Department located in Boone County – Missouri as detailed in the following specifications.

2.1.1. **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.

2.2. **BACKGROUND INFORMATION:** The County has received a federal grant titled the **Multi-Jurisdictional Cyber Crime Grant (MJCCG)** via the State of Missouri Department of Public Safety. Federal grant requirements are outlined in section 5 - *Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant*.

2.2.1. The MJCCG special conditions require equipment expenditures to be in accordance with the approved budget.

2.3. **WORKSTATION REQUIREMENTS:**

2.3.1. The forensic workstation that the contractor shall provide shall have all hardware and software provided and installed by the contractor, and shall at minimum possess the following features:

Forensic Workstation

- a. Dual Intel Xeon E5-2660 v4 2.00 GHz 35 MB Cache 14 Core Processor
- b. 128GB of High End DDR4 2133 MHz RAM
- c. One (1) 1TB SSD for the Operating System
- d. One (1) 1TB M.2 for Temporary Files and Processing
- e. One (1) 1TB M.2 for Cases and Database(s)
- f. Four (4) 6TB Hard Drives Configured in RAID 10
- g. One (1) GTX 1080 8GB GDDR5 Graphics Processing Unit featuring the Pascal Processor
- h. One (1) 2.5" Hot Swap Bay with Four (4) Hot Swap Bays
- i. One (1) 3.5" Hot Swap Tray, resulting total with above requirement of five (5) Removable Bays
- j. One (1) Blu-Ray 16X 4MB Cache SATA Blu-ray Burner
- k. Liquid Cooling for the Central Processing Unit
- l. Forensic Card Reader as Front Panel
- m. One (1) 7 Port USS 3.0 Hub
- n. Ten (10) Port USB 2.0 Hub
- o. Tableau T-356789iu
- p. One (1) 1600-Watt Power Supply Unit
- q. High End Whisper Quite (or equal) Fans throughout the entire workstation system
- r. Microsoft Windows 10 Pro 64 Bit Operating System
- s. Two (2) minimum 22" LED Monitors
- t. ASUS X99-E WS/USB 3.1 Motherboard
- u. Warranty Requirement: Three (3) Year Standard Manufacturer's Warranty
- v. Brand Reference: Talino KA-701X or Equal

2.3.2. One set of instruction and service manuals shall be furnished with the forensic workstation.

2.3.3. The County anticipates purchasing one (1) workstation.

2.4. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and such 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 the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from 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.

- 2.4.1. **Compensation Insurance:** The contractor shall carry and maintain during the life of the contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Worker's 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 the contract at the site of the work is not protected under the Worker's 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.
- 2.4.2. **Comprehensive General Liability Insurance:** The contractor shall carry and maintain during the life of the contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by the 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 the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.4.3. The contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the contractor in fulfilling the terms of the contract during the life of the contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.4.4. **Commercial Automobile Liability:** The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.4.5. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.4.6. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **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.
- 2.6. **BILLING AND PAYMENT:** Payment will be made within thirty (30) calendar days from receipt of a correct statement.
- 2.7. **DELIVERY:** FOB Destination, Freight Prepaid and Allowed - Delivery to the Boone County Sheriff's Department located at 2121 County Drive in Columbia, Missouri. All deliveries shall be made FOB Destination with all freight, handling, transportation and insurance charges fully included and prepaid by the vendor.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit the bid response in strict conformity 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 Response Sheet provided herein. Every question on the Response Sheet must be answered by the bidder, and if not applicable, the bidder must 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 Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all Responses will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements .
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in the County's judgment the vendor selected appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid Responses in relation to all aspects of this RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.

- 3.5.3. **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.
- 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.

4. Response Form

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:

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

4.8. 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: _____

4.8.2. Type or Print Signed Name: _____

4.8.3. Today's Date: _____

PRICING

4.9.	Description	Quantity	Total Unit Price
4.9.1.	Forensic Workstation Shall comply with technical specifications and requirements stated herein	1	\$ _____/EA
The price quoted shall be firm and fixed, and shall include all features, components and supplies described herein including a three (3) year manufacturer warranty, on-site installation and user training. 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).			
Identify Brand and Model Bid: _____			

4.10. 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

4.11. Delivery: Identify the number of calendar days after receipt of order that the forensic workstation will be delivered to and installed for complete operation the Boone County Sheriff's Department:

_____ Calendar Days After Receipt of Order (ARO)

4.12. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

4.13. Identify the Support Center Location and Phone Number, if applicable:

End of Response Form

5. **Federal Grant Requirements for the Multi-Jurisdictional Cyber Crime Grant**

- 5.1. **FEDERAL FUNDS TO BE USED:** All agreements or contracts will include, and are subject to federal contract conditions (per 28 C.F.R. Part 66.36), statements, assurances and certifications, and said requirements are incorporated herein by reference. The following requirements shall be fully considered in preparing responses and performing work under any resulting award.
- 5.2. **SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES:** Boone County will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 5.2.1. Complete the attached *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*.
- 5.3. **PROTEST PROVISIONS:**
- 5.3.1. *Right to Protest.* Any actual or prospective bidder, offeror, or vendor who is aggrieved in connection with the solicitation or award of a contract may protest to the Boone County Commission. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 5.3.2. *Stay of Procurements During Protests.* In the event of a timely protest under Subsection (1) of this Section, the purchasing agent will not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Boone County Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.
- 5.3.3. *Entitlement to Costs.* In addition to any other relief, when a protest is sustained, the protesting offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- 5.3.4. All protests will be reported to the Federal Grant Agency.
- 5.4. **DISADVANTAGED BUSINESS ENTERPRISE STATEMENT:** Vendors offering bids on County contracts funded in whole or in part by assistance from a federal agency shall take the following affirmative steps to assure that small, woman owned, and minority businesses are utilized when possible as sources of supplies, services and construction items.
- 5.4.1. Vendors shall submit the name and other information, if any, about their DBE sub-vendors along with their bid information.
- 5.4.2. Sufficient and reasonable efforts will be made to use qualified DBE sub-vendors when possible on County contracts.
- 5.4.3. Qualified small, woman owned, and minority businesses will be included on solicitation lists as

sub-vendors for County supplies, services, and construction.

- 5.4.4. Qualified small, woman owned, and minority businesses will be solicited whenever they are potential sources.
- 5.4.6. When economically feasible, vendors will divide total requirements into smaller tasks or quantities so as to permit maximum small, woman owned, and minority business participation.
- 5.4.7. Where the requirements permit, vendors will establish delivery schedules which will encourage participation by small, woman owned and minority businesses.
- 5.4.8. Vendors will use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises and the Community Services Administration.

5.5. **CONFLICT OF INTEREST:** The submission of a proposal response to this request shall be deemed a certification that to the best of the Offeror's knowledge, no employee of the County of Boone or member of any Central Missouri Regional Justice Information System committee or its agents, has any direct or indirect financial or other interest in any agreement, contract or bid for equipment, supplies or work to be furnished under this request. Vendor further certifies that such Offeror has not and will not, either directly or indirectly entered into any agreement, or understanding; participated in any collusion; or otherwise taken any action in restraint of free competitive pricing in connection with this request. Vendor further certifies that vendor will not knowingly provide gratuities to County of Boone employees, or member of any Central Missouri Regional Justice Information System committee or its agents, or to their family members. Vendor shall require all subcontractors at all tiers to be bound by this conflict of interest provision.

5.6. **ACCESS TO RECORDS AND REPORTS:** The following access to records requirements apply to the resulting contract from this RFP:

- 5.6.1. The Vendor agrees to provide the County, the DOJ Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Vendor which are directly pertinent to the resulting contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 5.6.2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 5.6.3. The Vendor agrees to maintain all books, records, accounts and reports required under the resulting contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Vendor agrees to maintain same until the County, the Grant Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

5.7. **FEDERAL CHANGES:** Vendor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the resulting Purchase Agreement between County and Vendor, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of the contract.

5.8. **CIVIL RIGHTS:**

5.8.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements which the federal government may issue.

5.8.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Vendor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

5.8.3. The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

5.9. ENVIRONMENTAL COMPLIANCE:

5.9.1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, the Clean Water Act, as amended, 33 U.S.C. §1368, Executive Order 11738 and EPA regulations. The Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to federal granting agency and the appropriate EPA Regional Office.

5.9.2. The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

5.10. ENERGY CONSERVATION REQUIREMENTS:

- 5.10.1. The Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 5.10.2. The Vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

5.11. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

- 5.11.1. The Purchaser and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 5.11.2. The Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance under this Contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.12. NOTICE OF REPORTING REQUIREMENTS:

- 5.12.1. Vendor acknowledges that it has read and understands the reporting requirements of Homeland Security stated in 28 C.F.R. §§ 66.40 et seq., 70.50-70.52 and Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs *Financial Guide*, and agrees to comply with any such applicable requirements.
- 5.12.2. Vendor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.13. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS:

- 5.13.1. Vendor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - (a) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - (b) Any rights of copyright to which Vendor purchases ownership with the assistance of funds provided under this Agreement. 28 C.F.R. §§ 66.34, 66.36(i) (8)-(9).
- 5.13.2. Vendor agrees to include the above paragraph in each third-party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.14. PATENT RIGHTS: (applicable to contracts for experimental, research, or development projects financed by Homeland Security. 28 C.F.R. §§ 66.36(i)(8), 70.48(e), Part 70, Appendix A.)

- 5.14.1. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is

patentable under the laws of the United States of America or any foreign country, the County and Vendor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security.

5.14.2. Unless the Government later makes a contrary determination in writing, irrespective of the Vendor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Vendor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

5.14.3. Vendor also agrees to include the above paragraphs in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

5.15. LOBBYING:

5.15.1. Vendor shall not use or pay any funds received under this Agreement to influence or attempt 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 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.

5.15.2. Vendor agrees to the provisions of the attached Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).

5.15.3. Vendor agrees to include the above two paragraphs in each third-party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.16. COMPLIANCE WITH LAWS, ETC.: The Vendor agrees to comply with the applicable provisions of the Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts; the OCFO Financial Guide; the 2009 Recovery Act – MJCCG/JAG Grant Program Application Packet; and other applicable federal laws, orders, circulars or regulations. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Offeror will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.



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

1. The 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 the 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 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 RFB, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Vendor must notify the Purchasing Department.
9. In case of default by the Vendor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. 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 Vendor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Vendor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The vendor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

(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

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
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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*.



"No Bid" Response Form

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

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: 39-28SEP17 – Forensic Workstation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

