

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR ON-SITE SCANNING SERVICE FOR THE RESOURCE MANAGEMENT DEPARTMENT RFP # 29-08JUL19

Release Date: May 29, 2019

**Submittal Deadline:
July 08, 2019
not later than 2:00 P.M. CST**

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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: lpalazzolo@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 29-08JUL19 – On-Site scanning Services for Resource Management

Sealed proposals will be accepted until **2:00 P.M. on July 08, 2019** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymmo.org.

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

Liz Palazzolo, CPPO, C.P.M.
Senior Buyer

Insertion: May 29, 2019
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **July 08, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M.
Late proposal responses may be returned unopened if the vendor requests within ten (10) business days after RFP opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **July 08, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. The Boone County Purchasing Department shall not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., June 21, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

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

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

1.9 Tour: Prior to June 21, 2019, the offeror may schedule a site visit if the offeror would like to see the files stored on-site. To arrange a site visit, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392. The County will attempt to accommodate the offeror's request but the offeror must understand that the County's decision to allow access when requested shall only occur during the County's normal business hours, and only if normal business operations are not disrupted.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **On-Site Scanning Services for the Boone County Resource Management Department** as set forth herein.

2.1.2 Organization: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Work
- 4) Proposal Submission Information
- 5) Vendor Response/Pricing Page(s)
- 6) Certification Regarding Debarment
- 7) Certification Regarding Lobbying
- 8) Work Authorization Certification
- 9) "No Bid" Response Form
- 10) Boone County Standard Terms and Conditions
- 11) Attachment One

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide **On-Site Scanning Services for the Boone County Resource Management Department**. The ultimate goal is to increase efficiency, improve customer service, preserve vital records from further damage, and effectively archive and manage the records inventory.

2.1.4 The County of Boone - Missouri, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as the "contractor(s)" for on-site scanning services. The vendor shall understand that the amounts represented for potential on-site scanning work are estimates. Offerors responding to this RFP are required to quote fixed prices for specified work that include all costs to perform on-site scanning services, i.e., equipment, labor and support including related travel, food and lodging, materials and supplies required to perform the work specified in this Request for Proposal, unless otherwise indicated.

2.2 Background Information:

2.2.1 Boone County is situated in Central Missouri and includes nine communities: six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.

2.2.2 The Boone County Resource Management Department anticipates requiring on-site scanning work as described herein. Additional information relevant for Resource Management's projects pertains to commercial permits that will consist of some small size documents and some oversize documents; groups of either category will be stapled together; the small documents and the large documents that comprise a single record could be stored in two separate boxes. Some records may be in bad shape and require extra preparation prior to on-site scanning.

2.2.3 Records in County archives that Resource Management would want scanned include:

- 150 - 725-type Banker's Boxes (10"H X 12"W X 15"D size)
- 30+ - 705-type Banker's Boxes (10"H X 12" W X 24"D size)

For purposes of providing an estimate of the number of pages in each 725-type Banker's Box, each box holds an estimated 7 reams of 8.5 X 11 pages (3,500 pages); however, these boxes contain mixed sized documents ranging from post-card size to legal-size, e.g., 8.5 X 11, 5.3X14, 8.5 X14, and 17X11.

The 705-type Bankers Box holds an estimated 11 reams of 8.5 X 11 pages (5,500 pages), but most boxes this size contain larger mixed-size documents, e.g., blueprints, plats, commercial plans, etc., 24X36 (100's of pages), and some up to 48" wide.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall perform on-site scanning services for the Boone County Resource Management Department upon request, pursuant to general requirements stated herein. The contractor shall perform on-site scanning work for the County as generally described in Attachment One and in the specifications presented herein.
- 3.1.2 The contractor shall provide all necessary labor, materials, supplies, equipment, hardware, insurance, and support staffing to successfully perform requested on-site scanning and records management services for the County. All costs with the exception of shipping and freight costs shall be built into pricing quoted on the contract Vendor Response and Pricing Pages.
- a. In the event the County requests project consultation from the contractor, then the contractor shall be allowed to invoice and be paid the quoted per-hour price for Project Management/Consultation.
 - b. The document preparation price shall only be paid in the event the County requests document preparation from the contractor. In the event the contractor finds that documents require additional preparation prior to performing on-site scanning, the contractor must contact the Boone County Resource Management Department and advise the Department of the need for additional preparation. The County must approve the charge for document preparation before it is allowed for invoicing.
 - c. In the event data processing/programming is necessary for files interface capability, the contractor shall be paid in accordance with the quoted hourly price shown on the Vendor Response and Pricing Pages. The contractor must obtain the County's prior approval before conducting any data processing/programming.
 - d. The County will pay actual shipping charges. The contractor must provide supporting documentation of actual shipping charges invoiced to the County.
 - e. The per diem price shall be invoiced for on-site scanning and/or on-site consultation in addition to the per hour consultation pricing. The per diem per person price must include all costs for travel, food and lodging for the contractor's personnel to be on-site to perform services.
 - f. No other pricing will be paid by the County.
- 3.1.3 The contractor shall provide mobile scan center hardware and staff including project managers to perform on-site or on-premise.

- a. In order to provide on-site scanning service, the County will provide access during normal work hours in the County archives space, and the County will provide electricity, lighting and heat/air, and minimal on-site space as may be acceptable to the office requesting on-site scanning service. Only access during the County's regular business hours shall be allowed.
 - i. **Hardware:** The County will allocate sufficient hard drive storage on the target system to import pdf images into the RVI system.
 - ii. **Import:** The County will provide guidance and limited assistance to the contractor to establish a satisfactory method to successfully import images into the County imaging system such as a File Transfer Protocol (FTP). The County's assistance will be limited to specifying the requirements on the target system.

3.1.4 The contractor shall understand and agree that the County shall own all original and scanned data.

3.2 Specific Tasks for On-site scanning Services:

- 3.2.1 Each Resource Management record must be scanned separately. One permit is one record. The contractor must assign indexes to each record consisting of **permit #** (index #1 - 7 characters max, Zero Fill, Right Adjust, Numeric, Suppress Zero Value); **scan date** (index #4 - 8 characters, YYYYMMDD Blank Fill, Left Adjust, Alpha/Numeric); and **document type** (index #7 - 10 characters max, Blank Fill, Left Adjust, Alpha/Numeric). Resource Management personnel, or their designee, will provide instructions to the contractor for determining values to assign for the indexes.
- 3.2.2 **Image Conversion:** If the contractor has not initially scanned the documents as searchable pdf, then the contractor must convert all images to 300dpi black and white or color searchable pdf images with compression that uses the least amount of storage space possible while still meeting the needs of Resource Management, e.g., Group IV, etc. If there is no permit number, the contractor shall contact the Resource Management office to receive instructions about how to mark the documents. Although these are not the final images, the contractor shall deliver them to the County on separate Hard Drive as requested by the Resource Management Department.
- 3.2.3 **External USB Hard Drive - Back-Up:** All completed formatted images including the poor-quality image report must be copied to one (1) external USB hard drive, e.g. a thumb drive, which shall be shipped to the County for review and on-site back-up.
- 3.2.4 **Automatic Image Enhancement:** As needed, the contractor must automatically de-skew and remove solid black borders on each image for optimum file compression. De-speckling shall not be performed on scanned images.
- 3.2.5 **Excess Border Removal:** As needed, the contractor shall provide manual cropping to provide a more accurate original page size, using fewer bytes per image, and allow for better performance of the contractor's on-site scanning system and overall appearance of

every image. No data or marginal notations shall be removed from the image during this process.

- 3.2.6 **Double Inspect & Verify:** The contractor must visually inspect 100% of the images for poor quality. Because image quality is subjective, the contractor shall understand and agree that the County shall require a second-pass inspection by a second inspector that the contractor shall provide (see also paragraph 3.2.8 herein). The poor-quality images identified by the first and second inspector must be consolidated by the contractor into one report of poor-quality images for the County's review and approval.
- 3.2.7 **Poor Quality Image Report:** The contractor shall understand and agree that the County will review images on the poor-quality image report and approve the enhancement and indexing of poor-quality images. The contractor must provide a report on the USB External Hard Drive of the images that identifies the permit number, sequential image number and the reason why it has been flagged (e.g., light, dark, blurry, poor quality original, a page missing, duplicate or out of order). The poor-quality image software must identify the exact number of poor-quality images so the County can inspect, audit and approve the quantity of images to be enhanced prior to the enhancement process.
- 3.2.8 **Second Review, Index & Verify:** Manual grouping and indexing is prone to human errors therefore the County is requiring a second review with indexing to help eliminate the errors, i.e., the contractor shall group and index 100% of the images a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer must be compared electronically, and any mismatches must be inspected, verified or corrected by a third indexer to guarantee the highest grouping and indexing accuracy possible.
- 3.2.9 **Image Enhancement:** The contractor must have the ability to adjust the poor contrast of an entire page or any specific area on a page without degrading the quality of the rest of the page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, the contractor shall enhance the pdf image from the JPEG backup image without having to physically re-scan the original media.
- 3.2.10 **Formatting:** The contractor must format the images and indexes to the requirements of RVI.
- 3.2.11 **Tracking Scanned Documents Physically:** As the contractor completes scanning documents, the contractor must have a way to clearly mark or identify the box as having been scanned so that Resource Management personnel can see what boxes have been scanned and what boxes still need to be scanned.
- 3.3 **Other General Requirements:**
- 3.3.1 **Confidentiality:** The contractor must treat all records that the contractor has been allowed access to in order to perform contract services in a confidential manner. The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County.

- 3.3.2 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the Boone County Resource Management Office. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Boone County Resource Management Office throughout the effective period of the contract.
- 3.3.3 **Correction of Work /Re-scanning Required:** The contractor must promptly correct and/or re-scan all completed work rejected by the County as faulty, defective, or failing to conform to specifications contained herein. The contractor must bear all costs of correcting and/or re-scanning such rejected work.
- 3.3.4 **Sub-Contractors:** The contractor must not employ subcontractors without the advance written permission of the County.
- 3.3.5 **Right to Inspect:** The contractor must allow inspection of the contractor's process at the request of the County.
- 3.3.6 **Invoices:** The contractor must submit itemized invoices for completion of requested service. Payment will be made within thirty (30) calendar days from receipt of an accurate monthly statement. The contractor's invoice must note any amount and invoices that are past due. The contractor shall send invoices to:

Resource Management Department
 801 E. Walnut, Room 315
 Columbia, Missouri 65201-7732

- a. The contractor shall invoice in accordance with pricing shown on the Vendor Response and Pricing Pages. Itemization on the invoice shall adhere to applicable unit pricing in effect at the time of the invoice. All hourly pricing shall be prorated to the quarter hour as applicable to the service performed. Invoices shall identify the following at minimum.

- i Contractor name;
- ii Billing point of contact, address, phone number and e-mail;
- iii Remittance address
- iv Invoice date;
- v Invoice Number or unique identifier;
- vi Boone County Contract Number;
- vii Purchase Order Number;
- viii Account/Customer Name;
- ix Contract line item number with description, quantity, unit of measure, contract unit price, and extended price by line item;
- x Total invoice amount
- xi Payment terms that shall comply with contract terms

- 3.3.7 **Warranty:** The contractor warrants that the work including materials/supplies provided must conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality, and be free from all faults, defects, or errors.

Whenever required by the specifications of the Request for Proposal, the contractor warrants that all materials/supplies provided must be new. If the contractor is notified in writing of a fault, deficiency or error in the work provided within one (1) year from completion of the work, the contractor must, at the County's option, either re-perform such portions of the work to correct such fault, defect or error, at no additional cost to the County, or refund to the County, the charge paid by the County, which is attributable to such portions of the faulty, defective or erroneous work, including the costs for re-performance of the work provided by other contractors.

3.3.8 **Insurance Requirements:** The contractor must not commence work under the contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor must 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 must be in amount(s), form(s) and company(ies) 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.

- a. The contractor must purchase and maintain in force, at its own expense, property insurance covering any loss or damage of the County owned records.
- b. **Compensation Insurance:** The contractor must take out 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 must 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 must meet Missouri statutory limits. Employers' Liability limits must 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 must provide and must cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- c. **Compensation General Liability Insurance:** The contractor must take out and maintain during the life of the contract, such comprehensive general liability insurance as must 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 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 must 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 must

include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance must also be included.

- d. The 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. **The contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- e. **Business 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; non-owned and both on and off the site of work.
- f. **Subcontractors:** The 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 the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- g. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an Additional Insured in an amount as required in the 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.
- h. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor must 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 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- i. 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.
- ii. 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

3.3.9 **Contract Terms and Conditions:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.3.10 **Contract Period:** The initial contract period shall run **Date of Award through One Year**. The contract shall have two (2), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

3.3.11 **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.

3.3.12 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County will notify the provider of such occurrence and the contract will terminate on the last day of the current fiscal period without penalty or expense to the County.

3.3.13 **Estimated Usage:** The services specified herein are estimates and do not constitute a guarantee on the part of the County.

3.3.14 **Pricing:** The contract will be awarded on a firm, fixed price basis 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 Page 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.

- a. **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.
- b. 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 Pages of the contract.
- c. If renewal percentages are not provided (i.e., left blank), or are quoted as "zero," 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.
- d. **Freight, Shipping and Handling Costs:** The contractor shall be responsible for all costs of shipping, handling and freight; all actual shipping, handling and freight costs will be reimbursed to the contractor by the County. The contractor shall invoice for actual shipping, handling and freight costs, and provide supporting documentation about said costs if requested by the County.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.**

a. The offeror must submit the proposal to:

Boone County Purchasing Department
Attn: Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on July 08, 2019**. Proposals will not be accepted after this date and time.

4.1.2. **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County govern.

4.2 ORGANIZATION OF PROPOSAL:

4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

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

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

4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under

no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS

4.5.1 Evaluation and Award Process: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, contractor support, and if requested by the County, an assessment of sample(s).

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: The offeror should provide the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
- d. The offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the

offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.

b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

4.5.7 Samples: The vendor is strongly encouraged to submit samples of completed on-site scanning work as part of their proposal with a "before" and "after" views similar to the work the County requests in this RFP, e.g., commercial and residential plans, blueprints, plats, commercial drawings, etc. If not submitted, Boone County reserves the right to request samples as part of the evaluation process, i.e., before any contract award(s) is made. Boone County also reserves the right not to request a sample for evaluation if the County is otherwise familiar with the offeror's work or deems a sample unnecessary for further evaluation. Failure to provide a sample may negatively impact the evaluation of the offeror's proposal. The offeror must understand and agree that all samples must be furnished free of expense to the County, and that the sample will not be returned by the County.

4.5.8 Rejection / Withdrawal of Proposals Response:

a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.

- b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. VENDOR RESPONSE AND PRICING PAGES

5.1 The offeror should submit three (3) complete copies of the offeror's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the offeror's company name and return address, the Request for Proposal number and the proposal 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 proposal response.

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the 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.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

NOTE: The offeror 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.

5.2 Cooperative Procurement: The vendor should indicate by checking “Yes” or “No” in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

5.3 ORIGINAL CONTRACT PERIOD PRICING:

On-site scanning Services: The offeror must price all line items. The offeror must submit firm, fixed pricing for each line item that includes all labor, materials, equipment, supplies, hardware and software, and other costs for provision of services as defined herein.

A per diem per person price will be paid in addition to the per image pricing for scanning work when on-site work is being performed. The per diem per person price shall include all costs for travel, food and lodging as necessary to perform requested work.

The offeror is advised not to include freight and shipping into any pricing quoted. The County will reimburse for actual freight and shipping.

Line Item	Description of Page Size – Free Paper	Firm, Fixed Unit Price
5.3.1	Scan 8.5 X 11	\$ per image
5.3.2	Scan 8.5 X 5.5	\$ per image
5.3.3	Scan 11 X 17	\$ per image
5.3.4	Scan 7 X 8.5	\$ per image
5.3.5	Scan 24 X 36	\$ per image
5.3.6	Scan 24 X 42	\$ per image
5.3.7	Scan 8.5 X 14	\$ per image
5.3.8	Scan 32 X 48	\$ per image
Line Item	Description of Service	Firm, Fixed Unit Price
5.3.9	Image Processing	\$ per image
5.3.10	Indexing	\$ per image
5.3.11	Extract Image	\$ per image
5.3.12	Manual De-Skew & Crop – to	\$ per image

	remove excess borders	
5.3.13	Single Inspect and Report Image Quality	\$ per image
5.3.14	Double Inspect and Report Image Quality	\$ per image
5.3.15	Enhance and Replace Poor Quality Image – Non-Drawing	\$ per image
5.3.16	Enhance and Replace Poor Quality Image – Drawing	\$ per image
5.3.17	Mask Unwanted Documents	\$ per image
5.3.18	Reverse Dual Polarity	\$ per image
5.3.19	Per Diem Per Person – must include all travel, food and lodging costs for on-site work	\$ per diem per person
5.3.20	Document Preparation	\$ per hour
5.3.21	Project Management/Consultation	\$ per hour
5.3.22	Data processing programming necessary for files interface	\$ per hour

Vendor and Pricing Pages Continued on Next Page

5.4 Renewal Options:

The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of two (2) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the original 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 a percentage is not proposed (i.e., left blank), or if it is quoted as zero (0%), the County must have the right to execute the option **at the same price(s) proposed for the initial 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 (i.e., the first) 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.

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

_____ % Applied to Original Pricing
Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____
OR Minimum Decrease: _____

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

_____ % Applied to Original Pricing
Above quoted percentage shall be applied to original bid pricing – that is, the first/initial contract period

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: _____
OR Minimum Decrease: _____

5.5 Vendor's Experience and Reliability:

Company History: The vendor should describe in the available space the company's background in performing professional on-site scanning services, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

The offeror should provide reference contact information below regarding provision of on-site scanning services similar to what is being offered to Boone County:

Vendor's References:

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

=====

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

5.6 Proposed Method of Performance and Contractor Support

On-Site Scanning:

5.6.1 Describe how the offeror will perform on-site scanning work for the Resource Management Department, e.g., number of staff, equipment, other resource that will be used and also describe the standard procedures that will be followed to ensure successful and timely completion of scanning work:

5.6.2 When would the offeror start on-site scanning work:

5.6.3 When would the offeror complete on-site scanning work:

5.6.3 Identify the days, dates, times does the offeror anticipates doing on-site scanning:

5.6.4 Identify how many staff people would be assigned to perform on-site scanning and how many days the staff would be on-site to complete on-site scanning:

Single Point of Contact:

5.6.5 Describe below how the vendor will perform as a single point of contact for the County regarding the on-site scanning work to be done; also provide contact information:

Name: _____

Phone: _____

E-Mail: _____

Address: _____

Direct or Subcontracted Work:

5.6.6 Address in the space provided, the names of personnel on the offeror's staff who will be performing on-site scanning services:

5.6.7 If on -site scanning will be performed by a subcontractor, or if any part of the services required to complete work described herein will be performed by a subcontractor(s), then identify the subcontractor by name and location, and what tasks will be assigned to the subcontractor(s).

Warranty:

5.6.8 Address in the space provided warranty terms and length on labor and finished product the vendor offers on on-site scanning services performed for the County:

(The vendor should complete and return with the proposal)

**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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(The vendor should complete and return with the proposal)

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

Liz Palazzolo
Senior Buyer



Boone County Purchasing
613 E. Ash Street, 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.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is:
<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:
<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the vendor is an Individual/Proprietorship, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor 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 the vendor chooses option number two, then the vendor 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.

Options

- ____ 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 must 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:



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES 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 form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RFP #29-08JUL19 – On-Site Scanning Services for the Resource Management Department

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Attachment One

On-site scanning for the Resource Management Department would be comprised of multi-phase/year projects. Requirements about on-site scanning for the Resource Management Department include the following:

- 1) The same document cannot be scanned multiple times for a single record.
- 2) 24X7 access would not be possible for on-site scanning for the Resource Management's projects. Resource Management would only allow access of its records for on-site scanning from 8:15A.M. – 4:45 P.M.
- 3) The finished product from the contractor shall be indexed to Resource Management's specifications and must interface with the County's **RVI** system. The contractor must coordinate with the County's IT Department.

The following describes on-site scanning projects for the Resource Management Department:

- 4) Commercial Permits: On-site scanning of Commercial Permits - #80001 (2002) – 81400 (2018). One record would have an average of 15 pages, some pages being single-sided and some being double-sided, and could contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 8.5 x 5.5
 - c) 11 x 17
 - d) 7 x 8.5
 - e) 24 x 36
 - f) 24 x 42
- 5) Residential Permits: On-site scanning of residential permits #60000 (2004) - #67455 (2018). One record would have an average of 10 pages, some pages being single-sided and some being double-sided, and contain documents of the following sizes:
 - a) 8.5 x 11
 - b) 7 x 8.5
 - c) 8.5 x 5.5
 - d) 11 x 17 (occasionally)
 - e) 8.5 x 14 (occasionally)
- 6) For permits from 1987 – 2002/2004 Commercial Permits & Residential Permits will be inter-mingled; but have the same size pages
- 7) Small Cities: On-site scanning of permits that were issued in 1987, and will include Commercial Permits intermingled with Residential Permits, but there are far more residential than commercial permits. The page sizes will be the same as for the first and second on-site scanning projects described above.

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

End of Document