

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
BOND COUNSEL SERVICES
FOR THE BOONE COUNTY TREASURER**

RFP # 04-30MAR20

Release Date: 3/27/20

**Submittal Deadline:
March 30, 2020
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 #: 04-30MAR20 – BOND COUNSEL SERVICES

Sealed proposals will be accepted until **2:00 P.M. on Monday, March 30, 2020** 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@boonecountymo.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: Thursday, February 27, 2020
COLUMBIA MISSOURIAN



1. INTRUCTIONS 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 **Monday, March 30, 2020** 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 **Monday, March 30, 2020** 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 will 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., March 25, 2020* (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@boonecountymo.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 **Pre-Proposal Conference:** To assist interested firms in preparing a thorough proposal, an optional pre-proposal meeting has been scheduled for **Tuesday, March 17, 2020, at 1:30 P.M.** in the Boone County Commission Chambers located on the first floor of the Boone County Government Center, 801 E. Walnut in Columbia, Missouri. Interested offerors have the option to submit questions in advance and/or to attend the pre-proposal meeting via conference call. All questions and requests for attending via conference call must be referred to Senior Buyer Liz Palazzolo prior to the scheduled pre-proposal conference.
- 1.10 The County shall not reimburse offerors for any costs associated with the preparing or submitting of any proposal.
- 1.11 The County reserves the right to reject any and all proposals, to waive technicalities or irregularities contained therein and to accept the offer the County considers the most advantageous to the County. The RFP and responses will become part of the Terms and Conditions of the contract.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Bond Counsel Services for the Boone County Treasurer's Office** 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

2.1.3 Purpose: The purpose of this Request for Proposal (RFP) is to obtain a contractor to provide **Bond Counsel Services** for the Boone County Treasurer's Office.

2.1.4 The County of Boone, Missouri (the "County") requests proposals from law firms with experience in municipal bond, disclosure, and tax law to serve as **Bond Counsel** to the County in connection with financings, transactions, tax issues, and legal matters relating to debt issuance and the ongoing management of the County's debt. Debt issuance may include a full range of available financing techniques, including: taxable debt, tax-exempt debt, general obligation bonds, Neighborhood Improvement District ("NID") general obligation bonds, special revenue bonds, lease-revenue bonds, temporary debt instruments, debt backed by various sources of revenue, and other instruments for which markets may develop during the term of the agreement. The firm awarded an agreement under this RFP will work closely with the County Treasurer, the County Clerk, the County Counselor, and with outside parties engaged by the County such as a financial advisors, trustees, paying agents, bond underwriters and their counsel, and any other parties necessary to issue and sell the bonds. The County will retain only one firm for tax, disclosure, and bond counsel services.

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 County is a first-class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 163,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 121,000, the City of Columbia serves as County seat. The County Treasurer has statutory responsibility for issuing County debt approved by the County Commission in accordance with the County's Debt Management Policy. A recent history of debt issued by the County can be found in Attachment 2.
- 2.2.3 General Obligation Bonds: One type of debt issued by the County is NID general obligation bonds. Principal and interest are paid from special assessments levied on properties within the NID. The county attaches a lien on the property to secure payment. In 1992, voters approved \$3,500,000 in general obligation bonds for the purpose of financing the construction and repair of roads and streets within the County. In 1997, voters approved \$5,500,000 in general obligation bonds for the purpose of constructing, installing, and extending main and lateral storm drains and sanitary sewer systems.
- 2.2.4 Hospital Revenue Bonds: Additionally, the County issues hospital revenue bonds. The Boone Hospital Board of Trustees (the "Hospital") is a legally separate entity for which the County is financially accountable, as debt issued for hospital operations must be approved by the County Commission. The Hospital's revenue bonds are issued by the County, though the County has no obligation to pay the long-term debt. Debt payments are made from lease revenues from hospital operations.
- 2.2.5 Additional information relevant to Bond Counsel Services may be found at these links:
- a. Boone County Debt Management Policy:
<http://www.showmeboone.com/TREASURER/>
 - b. Comprehensive Annual Financial Reports:
<http://www.showmeboone.com/AUDITOR/>
 - c. Boone County Budget Reports:
<http://www.showmeboone.com/AUDITOR/>



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall provide the County with Bond Counsel Services which shall be defined as legal services in connection with the issuance of general obligation bonds, NID general obligation bonds, special revenue bonds, hospital revenue bonds and occasional refunding bonds. It is anticipated that NID general obligation bonds will be issued approximately once a year during the term of the agreement. Other types of bonds may be issued at various times during the term of the agreement.
- 3.1.2 The contractor shall be expected to familiarize itself, at its own cost, with a limited number of prior financings of the County.
- 3.1.3 All legal services shall be provided only at the request of the County Treasurer or his designee or the County Counselor. The contractor shall understand and agree that the contractor is not authorized generally to enter into discussions directly with the County's personnel or its customers, clients or other advisors.
- 3.1.4 For the purposes of the contract, the terms "contractor" and Bond Counsel" shall mean the same and be used interchangeably.

3.2 Specific Tasks: Bond Counsel Services the contractor shall provide to the County shall include but shall not necessarily be limited to the following specific tasks:

- 3.2.1 Provide written and oral instructions and advice to the County covering the procedural and legal requirements for each financing and providing advice between financings on related legal matters.
- 3.2.2 Prepare, review, or advise the County with regard to resolutions, ordinances, notices, arbitrage certificates, Commission Orders, petitions, ballot language, notices of election and other documents or procedures required in connection with financings.
- 3.2.3 Consult with the County Treasurer to ensure that all legal matters associated with the issue are understood and provided for, with particular attention during the debt planning phase to explain and ascertain the existence of the legal requisites for tax exempt status; and instructing the County on compliance with provisions of all applicable federal tax laws.
- 3.2.4 Prepare, review and deliver any documents related to financings, including but not limited to project financing agreements, participation agreements, trust indentures, bond purchase agreements, tax regulatory agreements, Internal Revenue Service forms, and closing documents.

- 3.2.5 Prepare and review preliminary official statements, official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of bonds and continuing disclosure. Assisting the County in meeting its obligations for continuing disclosure under SEC Rule 15c-12.
- 3.2.6 In consultation with the County Treasurer, prepare, review, and have printed official statements and other similar offering disclosure documents, including supplements (collectively referred to as “official statements”) for applicable debt issues in compliance with disclosure requirements and guidelines of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission. Portions of information for the official statement will be supplied by the County. Bond Counsel shall draft, typeset and manage production and distribution of both physical copies and electronic copies of the official statements.
- 3.2.7 Provide an opinion to the County and others that the sections of the Official Statement are true and accurate, and correctly summarizing the documents they purport to summarize; providing a 10b-5 opinion expressing that no facts have come to the Bond Counsel's attention which would cause the Bond Counsel to believe that the Official Statement is materially false or misleading or that material information was omitted; and providing other customary supplemental opinions. Each opinion provided by the Bond Counsel must be authored and signed manually in the individual name of a qualified partner or principal of the Bond Counsel.
- 3.2.8 Deliver legal opinions regarding the due and lawful authorization and issuance of each bond issue, the exemption from federal and state taxes for those bonds issued on a tax-exempt basis, and delivery of such other legal opinions typically provided in connection with similar transactions.
- 3.2.9 Advise on federal and state tax and securities law matters and changes thereto, the investment and expenditure of bond proceeds, and the collection, investment, and application of monies used to pay debt service on bonds.
- 3.2.10 Review legal questions arising from post-issuance matters; performing such legal work as is necessary to resolve such issues.
- 3.2.11 Provide detailed instructions for complying with arbitrage rebate reporting requirements and assisting the County in preparing any information required by the Internal Revenue Service related to arbitrage reporting.
- 3.2.12 After delivery of bonds and/or notes, provide one bound and one unbound bond transcript and two copies of the bond transcript on CD-ROM or thumb drive.
- 3.2.13 Draft, analyze, advise, or comment on potential and enacted federal and state legislation, regulations and rules, County guidelines and other matters which may have an impact on the financing program and outstanding debt.
- 3.2.14 Participate in meetings with County officials and the County’s financial advisor, rating agencies, underwriters, trustees and other parties as necessary or appropriate.

- 3.2.15 Provide general legal advice to the County which is related to potential new debt financings but is not yet part of a specific debt issue.
- 3.2.16 Provision any other legal services, advice or opinions, as requested, regarding the County's debt programs.
- 3.2.17 For each transaction that requires County approvals and authorizations, the Bond Counsel must, at least five (5) business days prior to any request for County approval or authorization, provide a letter to the County Counselor, written to the Presiding Commissioner or Treasurer, as appropriate, explaining in summary form the nature of the transaction, the purpose of each document that the County will be expected to sign or approve, and contain a statement that the Bond Counsel has either prepared or reviewed each of the subject documents and make an affirmative recommendation that the County approve and sign the documents as presented.
- 3.2.18 Participate in a post issuance evaluation process at the request of the County.
- 3.2.19 Provide all other services normally performed by bond counsel.

3.3 Special Project Work:

- 3.3.1 The County Treasurer may request, in writing, that Bond Counsel provide legal services or opinions that are outside specific tasks identified herein, but which are related to the County's debt management and financing, and evaluate or recommend potential financing structures or strategies, i.e., this shall be considered "Special Project Work." Special Project Work shall be performed by the contractor pursuant to a written agreement between the County and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated cost of the Special Project Work. Special Project Work shall be compensated at the hourly rates quoted on the Vendor Response and Pricing Pages, unless otherwise agreed to in writing by the County Treasurer. The County is only obligated to pay the Bond Counsel for Special Project Work if it is pursuant to and complies with the requirements of this section.

3.4 Property of the County:

- 3.4.1 All material produced under the resulting contract of the RFP shall belong to and remain property of the County. Use of it by the Bond Counsel shall be only with the advance written permission of the County. In the event the contract is terminated, the Bond Counsel shall provide the County or new counsel with any papers that the County has provided to the Bond Counsel pursuant to the contract.

3.5. Assignment of Contract:

- 3.5.1 The contractor shall not make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization of the County, conspicuously presented and specifically approved.

3.6. Conflict of Interest Requirements:

- 3.6.1 Throughout the duration of the contract the contractor/Bond Counsel shall comply with the following requirements regarding Conflict of Interest:
- 3.6.1.1 The Bond Counsel shall owe a duty of loyalty to the County and shall be considered to be attorney(s) for the entire County and all its departments, agencies, branches, boards, commissions, and officers.
- 3.6.1.2 The Bond Counsel shall notify in writing and seek written waivers from the County Treasurer and County Counselor in each instance as soon as the Bond Counsel becomes aware that there may arise, there is, or there may be an actual or potential conflict of interest or if it is subject to litigation (or threatened litigation) or if it or any of its attorneys is the subject of a formal or informal governmental inquiry or investigation. Also, the Bond Counsel may seek a waiver from the County Treasurer and County Counselor prior to seeking to undertake non-County legal work, when the County response to such a request would be useful to the Bond Counsel. All waiver requests shall be conspicuous and shall at a minimum identify the nature of the potential conflict and the limitations that such a conflict would impose on the Bond Counsel's ability to represent the County's interests. The County reserves the right to decline to waive an actual or potential conflict in each case. All waivers shall be approved by the County Commission.
- 3.6.1.3 The Bond Counsel shall not engage in conduct that presents an actual or potential conflict of interest as defined in this section, unless the County Treasurer and County Counselor waives the conflict or potential conflict. The County recognizes that attorneys in the Bond Counsel's firm from time to time represent clients seeking permits and approvals from County offices. The Bond Counsel represents that all such representations that presently exist are shown in the attached labeled "**Client Representation Listing.**" The County agrees that the representations shown in the "**Client Representation Listing**" in and of themselves, do not currently constitute a conflict. The Bond Counsel shall (i) every twelve months during the term of the contract provide the County with a current listing of all representations of clients seeking permits or approvals from County offices or contemplating or having any other type of interaction with the County, indicating by asterisk or other notation which of those clients have been added to the list since the last compilation provided to the County and also for which listed clients a new such matter has been undertaken since the last compilation, and (ii) promptly inform the County Treasurer and County Counselor of any representation of clients seeking such permits or approvals or of any other representation that in Bond Counsel's reasonable judgment has become or may develop into a situation adverse to the interests of the County. Upon such notification under (i) or (ii), the County shall, within ten (10) work days after full disclosure by the Bond Counsel of the material facts, determine either that the representation does not constitute a conflict of interest or that a conflict does or may exist. If the County in its sole discretion determines that a

conflict does or may exist, the County, at its option, may waive the conflict with or without specific conditions or limitations, may engage other Bond Counsel, or may terminate the contract.

3.6.1.4 At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under the contract with the Bond Counsel, a conflict of interest shall be deemed to exist whenever the Bond Counsel.

- a. In any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under the subject contract with the County and any attorney's fees disclosed to the County; or
- b. Provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in the subject contract, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel; or
- c. Acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of the subject contract without express advance written approval of the County Treasurer and County Counselor.

3.6.1.5 The contractor's failure to comply with the Conflict of Interest section shall be considered a material breach of the contract. The County may impose either or both the following sanctions for failure to comply with this section: suspension of the contract and/or termination; or disqualification of the Bond Counsel from eligibility for providing services to the County for a period of not to exceed two (2) years.

3.7 Other Contractual Requirements:

3.7.1 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.

3.7.2 Contract Period: The initial contract period shall run **Date of Award through Five (5) Years**. The County reserves the right to extend the agreement beyond this initial contract period, with the concurrence of the contractor, for a maximum of two (2) one-year renewals.

3.7.3 Contract Termination: The County may terminate the agreement with any firm selected pursuant to this RFP prior to the expiration of the term of service with 60-days written notice. Any transaction initiated prior to the ending date of the term of service, for which

a material amount of time or expense has been incurred, will be completed by Bond Counsel although the closing might occur following the end of the term of service.

- 3.7.4 Principal Attorney: In the event the principal attorney assigned to the County is removed from the engagement by the firm, the County requires 30-days written notice, when feasible. The County has the ability to request at any time a substitution of the principal attorney by providing 30-days written notice to the firm.
- 3.7.5 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.
- 3.7.6 Non-Appropriation Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.7.9 The County will compensate the Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Scope of Work herein. The Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the County Treasurer of an invoice detailing the work performed. If the debt is not sold, the Bond Counsel shall not receive payment for work.
- 3.7.10 Fees will be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, the contractor shall include separate pricing for first issuance work performed by the contractor's firm, and pricing for successive issuances.
- 3.7.11 **Note:** The County will reimburse the contractor for any reasonable out-of-pocket expenses incurred in connection with any **Special Project Work** such as travel. The contractor shall understand and agree that the County will not reimburse the contractor for travel to the County for meetings, and also including, postage and delivery charges to the County. Additional charges for secretarial services, photocopies, telephone calls and faxes shall not be billed to 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 (e.g., USB memory stick)**.

a. The offeror must submit the sealed 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 Monday, March 30, 2020**. 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.

4.1.3 Offeror's Note: 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 task/requirement/feature/capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the task/requirement/feature/capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.

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 services & etc. Responses will fully describe how the service will be performed for the County.

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, and other relevant information such as conflict of interest disclosure, etc.

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 it considers of the best 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 All proposals will be reviewed by an Evaluation Committee assigned by the County. The committee may engage in individual discussions and interviews with offerors deemed fully qualified and suitable on the basis of initial responses. Additionally, as part of the selection process, the County reserves the right to contact any or all respondents by phone or email as necessary and appropriate to clarify certain information in the proposal. Offerors shall understand and agree that repetitive informal interviews are permitted as part of the County's evaluation process.
- 4.5.6 The selection committee will make its selection based upon, but not limited to, the following criteria. The County reserves the right to use a ranking/scoring system or not as determined to be in its best interests.
- a. The firm's willingness to follow the guidelines in this RFP and the clarity of the response.
 - b. Clearly demonstrating an understanding of the work to be performed and the ability, knowledge, resources and expertise to provide Bond Counsel services to the County.

- c. Particular emphasis in the selection process will be placed on the background, qualifications, experience and service of the offeror's firm's legal staff in the area of public finance as well as related local government practice areas. It is important that the offeror's firm has sufficient depth of talent and experience in municipal bond law, securities law, disclosure law, tax law, and local government law.
- d. Accessibility and/or availability of the offeror's firm's personnel to the County of Boone, Missouri for consultation and advice.
- e. The offeror's firm's interview(s).
- f. Cost effectiveness and competitiveness of price for levels of services performed. **Note:** In the cost evaluation, the proposed fee structure will be applied to four (4) hypothetical bond issuances: i) \$20 million special obligation bond; ii) \$20 million hospital revenue bond; iii) \$200,000 NID general obligation bond, new money, and iv) \$200,000 NID general obligation bond, successive issue.
- g. The County's prior experiences, if any, with the offeror's firm and any other factors the County believes would be in its best interest to consider, including existence of conflicts of interest.
- h. Related investigations and regulatory proceedings involving the firm will be taken into account, depending upon the nature and significance of the proceedings.

4.5.7 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, plus one electronic copy on thumb drive, of the offeror's proposal 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 offeror 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 company in a contract with the County.)

Company Name: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

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

Check One: Corporation

Partnership – Name _____

Individual Proprietorship – Individual Name

Other – Specify

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 Proposal, 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.

Type/Print Name: _____ Title: _____

Signature: _____ Today's Date: _____

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.

(Continued on next page)

5.2 PRICING:

The County will compensate the Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Scope of Work herein. The Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the Boone County Treasurer of an itemized invoice detailing the work performed. If the debt is not sold, the Bond Counsel shall not receive payment for work.

Fees must be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, include separate pricing for first issuance work performed by the firm, and pricing for successive issuances.

Note: For purposes of calculating fees, a financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Fees for a single issue with two or more series will be calculated on a pro-rata basis.

Quote below the offeror's firm's fees for each financing type according to the following schedule:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
5.2.1 GO Bond, New Money		
5.2.2 GO Bond, Refunding		
5.2.3 NID GO Bond, New Money – First Issue (Temporary Notes)		
5.2.4 NID GO Bond, New Money – Successive Issue (Final Bonds)		
5.2.5 NID GO Bond, Refunding		
5.2.6 Hospital Revenue Bond, New Money		
5.2.7 Hospital Revenue Bond, Refunding		
5.2.8 SO Bond, New Money		
5.2.9 SO Bond, Refunding		

5.2.10 Certificates of Participation		
5.2.11 Temporary Notes		

5.2.12 SPECIAL PROJECT WORK:
Present below the offeror's firm's proposed fee structure for assigned individuals for **Special Project Work** as defined herein:

Name of Individual – with Job Classification/Title	Per Hour Price
	\$
	\$
	\$

EXAMPLES USING ABOVE FEE STRUCTURE	Bond Counsel Fee Only	Bond Counsel Fee with Official Statement
5.2.12.1 \$20 Million Special Obligation Bonds (New Money)	\$	\$
5.2.12.2 \$20 million Hospital Revenue Bonds (New Money)	\$	\$
5.2.12.3 \$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$	\$
5.2.12.4 \$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$	\$

5.3. Offeror's Headquarters: Provide a description of your firm that includes the location of the firm's headquarters and the office which will serve the County, firm ownership, the length of time your firm has been in business, the number of partners and associates, and an overview of services offered. Include if your firm is listed in Bond Buyer's Municipal Marketplace (the "Red Book"). Also provide the primary contact for the County.

Offeror's Firm Headquarters Location:

Office that will serve the County:

Offeror's Firm Ownership:

Length of Time Offeror's Firm Has Been Business:

Number of Partners:

Number of Associates:

Overview of Services offered:

Is Offeror's Firm listed in the Bond Buyer's Municipal Marketplace (Red Book):

5.4 Offeror's Experience and Reliability:

5.4.1 Company History: Provide a brief description of the offeror's firm business history in regard to both the Missouri and the national markets with particular emphasis on bond counsel services:

5.4.2 Vendor's References:

The offeror should provide a minimum of five (5) recent references, similar to the County, for whom the firm has provided the type of services described herein. Denote where the individuals assigned by the firm to the County have worked. If the offeror intends to provide more than five references, the offeror is advised to copy the format presented here to display additional reference contacts.

Please also include the following information in the space provided for each reference:

- a. Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.)
- b. Type of issue (general obligation, advanced refunding, revenue, etc)
- c. Size of issue and term of bonds
- d. Manner in which sold (competitive bid, negotiated, or private placement)
- e. Date of issue
- f. Use of derivative products and type of product
- g. Form of Bond Counsel opinion used
- h. The issuer name, and the name and phone number of the individual the County has permission to contact

REFERENCE 1:

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: _____

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: _____

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

REFERENCE 2:

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: _____

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: _____

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

REFERENCE 3:

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: _____

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: _____

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

REFERENCE 4:

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: _____

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: _____

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

REFERENCE 5:

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: _____

Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.):

Type of issue (general obligation, advanced refunding, revenue, etc.):

Size of issue and term of bonds:

Manner in which sold (competitive bid, negotiated, or private placement):

Date of issue: _____

Use of derivative products and type of product:

Form of Bond Counsel opinion used:

The issuer name, and the name and phone number of the individual the County has permission to contact:

- 5.4.3. Experience Similar to Boone County: Describe below in the available space, or attach a detailed listing, that demonstrates the offeror's expertise working with government agencies, particularly those having similar organization, size and growth patterns as the County of Boone, Missouri. Emphasize the offeror's firm's strength/expertise in any areas that the offeror believes the County should consider in its selection of a Bond Counsel:
-
-
-
-
-

5.5 Personnel Expertise Summary:

The following is a checklist of supplementary information the offeror should include in their proposal pertaining to the expertise of personnel proposed to provide Bond Counsel services for the County.

5.5.1. The offeror should provide work biographies/resumes of the individuals who will be assigned to the engagement, relevant education, special training, and experience of each in local governments and hospital bond transactions. Include at least one principal in this list.

5.5.2. Specifically list individuals in the firm who will serve as bond counsel, tax counsel, and disclosure counsel, and describe anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with the offeror's firm may be available for consultation, identify them and their specialized expertise.

5.5.3. Provide the name, address, phone number, fax number and email address of the firm's lead attorney for this engagement.

Lead Attorney:

Name: _____
Phone: _____
E-Mail: _____
Hours of Availability: _____

- 5.5.4. Submit a statement referencing that those individuals assigned to represent the County in bond matters are in good standing with the **Missouri Bar**.

- 5.5.5. If different than the lead attorney identified above, the offeror should identify the primary contact at the vendor's firm who will perform as a single point of contact for the County regarding provision of Bond Counsel Services:

Primary County Contact:

Name: _____
Phone: _____
E-Mail: _____
Hours of Availability: _____

- 5.6. **On-Going Knowledge Acquisition:** Describe how the offeror's firm will assure that it is aware on a continuing basis of current information that may affect the financial, legal, federal and state legislation, or regulatory factors that may impact the County. Describe how this will be communicated to the County, and include any related training offered by your firm:

- 5.7. **Debt Compliance:** Describe how the offeror's firm will ensure debt issuance and outstanding debt compliance with all applicable statutes, laws, and regulations during the length of the contract:

5.8. Federal Tax Law: The offeror in the space below should address the following inquiries regarding federal tax law:

- a. Has the offeror's firm ever represented a government agency on a random audit by the IRS? If so, what was the outcome?

- b. Has a federal tax opinion delivered by the offeror's firm during the past ten (10) years been invalidated or overturned?

- c. Describe any financing for which the offeror's firm or lawyers proposed to be assigned to the County's work have rendered any opinion which has resulted in the loss of tax exemptions on bonds issued by clients.

5.9. Professional Liability Insurance: Describe the type and amount of professional liability insurance the offeror's firm carries.

5.10. Regulatory Violations: Provide a statement of assurance that the offeror's firm is not currently in violation of any regulatory agency rule or, if in violation, provide an explanation as to why the violations would not have material adverse impact on the offeror's firm's ability to perform as Bond Counsel for the County of Boone, Missouri:

5.11. Complaint/Dispute Resolution: Describe the process to resolve complaints or disputes between Bond Counsel and the County.

5.12. Review: Describe how Bond Counsel should be evaluated after a financing.

5.13. Conflicts of Interest: Identify any material litigations, administrative proceedings or investigations in which the firm is currently involved, or which may be threatened. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations. **Attach this response, and the response to the items below, in a listing labeled "Client Representation Listing."** At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under a prospective contract, a conflict of interest will be deemed to exist whenever the Bond Counsel:

- a. in any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under a contract with the County;
- b. provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in a contract with the County, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel;

- c. acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of a contract with the County without express advance written approval of the County Treasurer and County Counselor.

(The offeror 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 offeror 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:

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

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:

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

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*.

(The offeror should complete and return with the proposal only if applicable)

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 #04-30MAR20 – BOND COUNSEL SERVICES

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

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