

COUNTY OF BOONE - MISSOURI

**REQUEST FOR PROPOSAL
FOR
DIGITAL ADVERTISING**

RFP 29-26AUG22
Release Date: July 26, 2022

Submittal Deadline:
August 26, 2022
not later than 1:30 p.m. Central Time
Location: Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPO, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 29-26AUG22 – Digital Advertising for Boone County

Sealed proposals will be accepted until **1:30 p.m. on Friday, August 26, 2022** in the Boone County Purchasing Office, Room 110, 613 E. Ash Street, Columbia, MO 65201 or in the IonWave electronic bidding system. <https://bocomobids.ionwave.net/Login.aspx>

Request for Proposals are available in the Purchasing Office. Requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org or can be obtained on our web page: <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
Boone County Purchasing

Insertion: **Thursday, July 28, 2022**
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 **Delivery of Proposals:** Sealed hard-copy or secured electronic proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received by 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 1:30 P.M. Central Time on Friday, August 26, 2022.
- 1.2.1 Hard copy sealed proposals shall be delivered to:
- Boone County Purchasing Department
Melinda Bobbitt, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460
- 1.2.2 Secured Electronic Proposals: Instead of submitting a hard-copy proposal, the offeror may submit a secured electronic proposal using <https://bocomobids.ionwave.net/Login.aspx>. If submitting the proposal using the IonWave electronic bidding system at <https://bocomobids.ionwave.net/Login.aspx>, the offeror is cautioned to carefully follow instructions in the electronic solicitation identified by the RFP number, and ensure that all requirements are met and the proposal submission is complete. Refer questions about the electronic proposal submission process to the Buyer of Record named on page one of this solicitation.
- 1.2.3 The County will not accept **any** proposals received after 1:30 P.M. Late hard-copy 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 **Hard-Copy Sealed and/or Secured Electronic Proposals Required:** Hard-copy proposals must be submitted in a sealed envelope identified with the proposal number and date of closing, or proposals may be submitted electronically. If submitting a hard-copy sealed proposal, the offeror is advised to identify the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No faxed or e-mailed 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:** ***Only if submitting a hard-copy proposal***, then 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 **1:30 P.M. on August 26, 2022** 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.

RFP Source: If the offeror has obtained this proposal document from the Boone County IonWave 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 RFP 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.***

1.6 **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., August 19, 2022*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed or e-mailed to the attention of Melinda Bobbitt or asked through the solicitation posted on Ion Wave. 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 <https://www.showmeboone.com/purchasing/bids/> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Boone County Purchasing
Attn: Melinda Bobbitt, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

1.7 **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.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Digital Advertising Services for Boone County. Primary department users are anticipated to be Joint Communications, Emergency Management and the Sheriff'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 Services
- 4) Contract Terms and Conditions for Awarded Contractor
- 5) Proposal Submission Information
- 6) Response/Pricing Page
- 7) Work Authorization Certification
- 8) Debarment Certification
- 9) Standard Terms and Conditions
- 10) Prior Experience
- 11) "No Bid" Response Form

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., August 19, 2022**. All questions must be e-mailed to the attention of Melinda Bobbitt, Director of Purchasing or submitted through the Ion Wave Purchasing System for Boone County. All such questions will be answered in writing, and such answers will be provided 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:

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 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.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors for the provision of **digital advertising service** for Boone County.

3.2. Background Information:

- 3.2.1. Information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>
- 3.2.2. The County's last bid of 34-24JUL17 – *Digital Advertising* resulted in contract awards with Lundmark Advertising + Design, Inc. and Cumulus Media, Inc. The contract with Cumulus Media, Inc. ended August 31, 2020, and the contract with Lundmark Advertising + Design, Inc. will end on August 31, 2022.

3.3. Scope of Services:

- 3.3.1. Award from this RFP for digital advertising services will be for County-wide Term & Supply Contract(s). Anticipated users will be Boone County Joint Communications Department, Emergency Management Department, and the Sheriff's Office for miscellaneous advertising needs throughout the contract period, which will be ordered on an "as needed" basis.
- 3.3.2. The County does not guarantee any specific amount of usage against this contract. The awarded contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.
- 3.3.3. Joint Communications and Emergency Management may utilize the contract for advertising campaigns for 311 Service, 9-1-1 Dispatcher Recruitment, Smart911, PulsePoint, 911 Education, Boone County Ready, etc. Additional information about these services can be found at <https://www.showmeboone.com/bcjc/>.
- 3.3.4. Campaigns running under the resulting contract will likely be done annually, synchronous with the County's budget cycle. Each year's campaign budget will be dependent on budget approval. County's fiscal year begins January 1.
- 3.3.5. During the contract term, a quote shall be provided for the advertisement plan. The written "not to exceed" quote shall contain at a minimum the following:
 - a. Digital Display ad description + elements
 - b. Date range of advertising
 - c. Venue of advertisement (contractor's appropriate mix of activities)

- d. The identification of the contractor's team of personnel who will be assigned to the project.
 - e. A detailed line item guaranteed not-to-exceed total price of advertisement specifically itemizing each activity and the costs and expenses associated with each activity using the prices specified in the contract from the rate sheet.
 - f. A description of how the services and the mix of activities will meet the campaign goals of the County.
 - g. Impressions guarantee description
 - h. Tracking process description
 - i. Reporting description that includes how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the County's goals. The contractor shall understand and agree that the County designee will be an active partner in ensuring appropriate measures are identified in the advertisement plan and how such measures will be collected and reported.
- 3.3.5.1. It is the responsibility of the contractor(s) to ensure that he has all the information necessary to prepare the written quote. The completed quote shall be signed and dated by the contractor and returned to the County designee for review within 21 working days after the date of request for advertisement quote.
- 3.3.5.2.Changes to Advertisement Plan: The County will have the right to reject the contractor's advertisement plan, or any portion thereof, for any reason and will have the right to require modifications, changes, and additional elaboration to the plan as deemed necessary in order to ensure a comprehensive project and to ensure that the contractor's proposed services are acceptable and will accomplish the desired objectives. In addition, the County reserves the right to reduce the scope of work and request the contractor to submit a revised estimate.
- 3.3.5.3.Oral Presentation of Digital Advertisement Plan: If required by County, the contractor shall orally present the contractor's advertisement plan to the County. If required, such presentation shall be scheduled by the County with at least 15 calendar days' notice to the contractor, unless otherwise mutually approved by both parties.
- 3.3.5.4. Evaluation of Advertisement Plan: Award of the resulting contract(s) from this RFP may be made to multiple responsive, responsible Offerors who are best qualified to perform in accordance with the terms and conditions of the contract, and whose cost and markets are deemed to be the most advantageous to Boone County's advertising needs. Selection of which awarded contractor to advertise with from the awarded contracts will be made on a case-by-case basis considering price and market factors. Boone County reserves the right to consider markets and related factors in selecting the most appropriate Contractor for placement of departmental advertisements.
- a. The department shall have the right to request a project quote from more than one contractor awarded a contract. The county will evaluate each completed

advertisement plan and shall determine which plan, if any, will be the most advantageous to the County. Such determination will be based on the quality of the project described in the contractor's quote, timeframe for implementation of the project, and the guaranteed not-to-exceed total price that will be charged by the contractor for performing such project, and the contractor that best meets the needs, considering cost and markets.

3.3.5.5. Acceptance/Rejection of Advertisement Plan: After completion of the evaluation, the county shall either provide the contractor with a written rejection or with a written acceptance of the contractor's advertisement plan. Acceptance of the plan by the County will constitute authorization to proceed with the implementation of the plan.

3.3.6. Implementation of Advertisement Plan: After acceptance of plan, the County will contact the contractor to begin the project. The contractor shall schedule and meet with the County designee to discuss the project methodology in the plan, the County's goals and objectives, and to obtain any specific information, data, and instructions necessary to prepare and finalize the project. The contractor shall not invoice nor be paid for attendance at such meeting.

3.3.7. After such meeting as stated above, the contractor shall execute, operate, and satisfy all requirements of the advertisement plan. The contractor shall perform those requirements assigned to the contractor and shall oversee and manage all other requirements of the plan, to ensure all requirements of the plan as approved by the County, are performed and accomplished. The contractor shall not change the personnel team members assigned to the project, except in extreme cases and must notify County designee in writing of the situation and reason any time a substitution of a team member is required. The contractor shall understand and agree that team member changes can be costly in terms of time lost and productivity and may reflect negatively on the contractor's performance.

3.4. General Requirements:

3.4.1. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

3.4.2. Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the County.

- 3.4.3. **Billing and Payment:** All invoices must be submitted to the using department/office. Refer to the department or office's Purchase Order for the remittance address.

Payment will be made within 30 days after receipt of a correct and valid monthly statement.

- 3.4.4. **Point of Contact Requirements:** The successful Contractor(s) will be required to provide Boone County with the name(s) and phone number(s) of at least one dedicated customer service representative charged with providing the digital advertising quotes, and at least one company representative charged with handling billing questions and requests.

- 3.4.5. **Order Processing/Billing/Payment:** Boone County departments/offices will be placing orders directly with the successful contractor(s). The department is to be billed on a monthly basis. Invoices must include an itemized history of each ad placed and the rate charged. Payment will be made within 30 days after receipt of a correct and valid monthly statement. Purchase Order or Contract number should appear on invoices and monthly statements. *Boone County will only pay for rates quoted in the successful bidder's bid response and accepted as part of the resulting contract. Hidden or added charges will not be accepted.*



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. Contract Period: The County intends to award a contract with a term from **September 1, 2022 through August 31, 2023**. Under applicable law, the contract shall be subject to annual appropriation. This contract shall include **four (4) additional one (1) year options**, exercisable in the sole discretion of the County, whereby the term of the contract may be extended an additional year at the end of each term at the price as set forth in the proposal response.

Escalator Provision: Prices throughout the initial first year of the contract shall remain firm/fixed. Written requests for price revisions after the first-year period shall be submitted to the Purchasing department 45 days prior to renewal and shall not exceed the maximum percentage increase as proposed on the Response Form. The County reserves the right to reject any price increase and to terminate the contract. If revised pricing is not proposed prior to 45 days, the contract will automatically renew at the current term prices. Offeror shall list a maximum percentage increase on the Response Form.

4.2. Contract Documents: The successful Offeror shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of Boone County, delivery of products / services are delayed or products / services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.3.4. Boone County 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 County.

4.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Bidders' lists.

4.5. The successful Contractor is 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.

4.6. Award will be made by written notification from the Purchasing Department. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.7. Contractor agrees to furnish equipment and service, and to perform the delivery of equipment and service within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.8. Contractor proposes and agrees to accept, as full compensation for furnished service, the price submitted in response to the RFP document or subsequent Best and Final Offer(s). All related costs associated with providing the services specified shall be considered by both County and Contractor to be included within the quoted price. The County shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.9. Contractor agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Department.

4.10. Patents: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

4.11. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. The Offeror can submit a hard-copy proposal, or an electronic proposal as described further.

- a. When submitting a hard-copy sealed 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 hard-copy sealed proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, Director
613 E. Ash Street, Room 110
Columbia, MO 65201

- b. Electronic Proposals The offeror can instead submit a secured electronic proposal. If submitting the proposal using the IonWave electronic bidding system at <https://bocomobids.ionwave.net/Login.aspx>, the offeror is cautioned to carefully follow instructions in the electronic solicitation, and ensure that all requirements are met and the proposal submission is complete. Refer questions about the electronic proposal submission process to the Buyer of Record named on page one of this solicitation.
- c. The proposals must be delivered no later than **1:30 P.M. on Friday, August 19, 2022**. Proposals will not be accepted after this date and time.

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

5.1.2. Organization of Proposal Response:

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 paragraph number 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 response.
- c. The Proposal Response must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.2.1. 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.

5.1.3. Offeror's Contacts with County Staff:

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.

5.1.4. Validity of Proposal Response:

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

5.1.5. Evaluation of Proposal Responses:

5.1.5.1. **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 shall 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.

5.1.5.2. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.6. Evaluation and Award Process:

5.1.6.1. Boone County will select an evaluation team to review responses and to make a formal recommendation for award. 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 evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise of Offeror**
- c. **Cost**

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

5.1.7. Evaluation:

5.1.7.1. Experience 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.

5.1.7.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted.
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific services provided.
- 5.1.7.3. Provide a list of at least one successful public relations or image building activity/campaign (if applicable).
- 5.1.7.4. 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.
- 5.1.7.5. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.7.6. 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.
- 5.1.7.7. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.7.8. 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 may possess minimal impact on the Offeror's final response rating.
- 5.1.7.9. 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.

5.1.8. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals: The County reserves the right, 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 Offeror's and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals: Proposal responses may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

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.

5.1.9. Bidding Indemnification

By submitting a Proposal Response, each Offeror agrees to waive any claim it has or may have against the Owner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any proposal award

5.1.10. Proposal Response Expense

Any expense or costs incurred by the Offeror in the preparation of and response to the Proposal Documents will be at the sole cost and expense of the Offeror.



6. Response/Pricing Page

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 Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address for individual that can electronically sign a resulting contract:

Pricing – Please complete this Response Form and attach more detailed information outlining the services/venues with pricing.

6.1. Pricing:

- Provide a rate (hourly or otherwise) for campaign content creative design services

- Provide any rate sheet that you have that would outline pricing. If your pricing is by impressions dependent on the advertisement plan, provide examples and scenarios that outline some advertisement plans with pricing.

6.2. List any deviations to the original specifications:

6.3. Dedicated Customer Service Representative for Digital Advertising:

Phone:

E-mail:

6.4. Dedicated Customer Service Representative for Billing Inquiries:

Phone:

E-mail:

6.5. Maximum Percentage Increase for any renewal period from the previous year (per paragraph 4.1. Escalator Provision) _____%

6.6. Do you provide research and market analysis services? _____ Yes _____ No. If yes, please provide and attach an example of a report.

6.7. Attach a list of your product offerings (e.g. video, radio, streaming, social media, billboards, Facebook, etc.) and services (Media planning and placement services, creative design services, media production services, non-traditional media, etc.) and any relevant pricing models.

6.8. Provide a short paragraph about your team's experience as well as provide case studies for government customers you have worked with previously.

6.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

6.10. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the proposal response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

Note: To receive e-mail notification of bids, proposals, and addendums for this Request for Proposal, please register on-line at www.showmeboone.com / Purchasing / Vendor Registration.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL PROPOSAL RESPONSES IN EXCESS OF \$5,000.00)**

County of _____)
State of _____)SS.

My name is _____. I am an authorized agent of _____
_____(Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

Attach to this form the *E-Verify Memorandum of Understanding Confirmation* Page that you received after enrolling

State of Missouri)
)SS.
County of _____)

Signature

Printed Name _____

Notary Public

7/26/22

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- ____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- ____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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 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. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **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.
21. **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.
22. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Updated 10/01/21

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

Jacob Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

If you do not wish to respond to this RFP 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 or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

RFP: 29-26AUG22 – Digital Advertising Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

