COUNTY OF BOONE - MISSOURI

REQUEST FOR PROPOSAL
FOR
ABSENTEE BALLOT PACKETS, SAMPLE BALLOTS, AND RELATED SERVICES

RFP # 40-09DEC26

Release Date: 11/9/2026

Question Deadline:
November 23, 2026
No later than 2:00 P.M. CST

Submittal Deadline:
December 9, 2026
not later than 2:00 P.M. CST

Boone County Purchasing
5551 S Tom Bass Rd
Columbia, Missouri 65201

Amy Gerskin – Senior Buyer
Phone: (573) 886-4393
E-mail: agerskin@boonemo.gov

NOTICE OF REQUEST FOR PROPOSAL

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

RFP: 40-09DEC26 - Absentee Ballot Packets, Sample Ballots, and Related Services

Sealed proposals will be accepted until **2:00 P.M. on Wednesday, December 9, 2026,** in the Boone County Purchasing Office, located at 5551 Tom Bass Rd., Columbia, MO 65201.

The offeror has the option of submitting their proposal through the regular or express mail, or submitting an electronic proposal using the County's electronic bidding website at:

https://bocomobids.ionwave.net/Login.aspx

Request for Proposals are available on-line or in the Purchasing Office. Requests for copies may be made by phone (573) 886-4393 or e-mail: agerskin@boonemo.gov.

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

Amy Gerskin, CPPB, MBA
Senior Buyer

Insertion: Monday, November 8, 2026
COLUMBIA MISSOURIAN

1. INTRUCTIONS 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 2:00 P.M. Central Time on Wednesday, December 9, 2026.

1.2.1. Hard copy sealed proposals shall be delivered to:

Boone County Purchasing Department
Amy Gerskin, Senior Buyer
5551 S Tom Bass Rd.
Columbia, Missouri 65201

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 2:00 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:*** The offeror is advised to submit one (1) original proposal plus an electronic copy of the original proposal on a thumb drive (USB memory stick) if the offeror is submitting a hard-copy proposal.

1.5. **Bid Opening**: Proposals will be opened publicly shortly after **2:00 P.M. on Wednesday, December 9, 2026,** 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. **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***.

1.7. **Guideline for Written Questions**: ***All questions regarding this Request for Proposal should be submitted in writing no later than 2:00 P.M., Monday, November 23, 2026,*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed, e-mailed or submitted electronically through Ionwave's questions feature specific to this solicitation. 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's electronic procurement Ionwave website at https://bocomobids.ionwave.net/CurrentSourcingEvents.aspx. Submit questions to:

Amy Gerskin, Senior Buyer
5551 S Tom Bass Rd.
Columbia, Missouri 65201
Phone: (573) 886-4393
E-mail: agerskin@boonemo.gov

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.

2. INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

2.1.1. This document constitutes a request for sealed proposals for **Absentee Ballot Packets, Sample Ballots, and Related Services** 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: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a Term and Supply contract for **Absentee Ballots Packets, Sample Ballots, and Related Services** for the Boone County Clerk's Office as specified in the following requirements.

2.2. **History:** The Boone County Clerk's Office mails between 900 and 4000 absentee ballots per election to voters that are unable to vote at a polling place on Election Day. Each mailed absentee ballot package contains the voter's assigned ballot, an instruction sheet with an I Voted sticker, and a postage-paid return envelope. Ballot packages are printed on demand and delivered directly to the post office for distribution by the contractor, and the Clerk's Office is able to track both the outbound and inbound envelopes through USPS barcodes created and printed by the contractor. Voters are also able to view their ballot envelope's status through a web portal using a unique code included in their ballot package. The Clerk's Office also leverages the current vendor's mailing process to mail approximately 110,000 sample ballot packages to voters each election. Sample ballot packages include the voter's assigned full-size sample ballot, polling place assignment, and an informational voter education flyer. The vendor crosschecks the sample ballot mailing with USPS' National Change of Address (NCOA) information to help maintain the integrity of the voting roll for Boone County. The Clerk's Office is able to track the outbound envelopes through USPS barcodes created and printed by the vendor.

2.2.1. The objective of this RFP is to ensure that any future mailed absentee ballot packets use the Clerk's office mail permit for outgoing mail and first-class return

envelopes and be tracked by the Clerk's Office and have a component to allow voters to track their ballot.

2.2.2. The Clerk's office is looking to continue these services from a qualified vendor(s); however, the Clerk's office is open to suggestions on how to improve layouts, visual design, and produce items in a more cost-effective manner.

2.2.3. Boone County has a voting population of approximately 125,000 (including active and inactive) registered voters as of October 1, 2026. Voting is conducted by absentee ballot (in person or through the mail) and on Election Day at specifically designated polling sites. Missouri holds elections on the first Tuesday after the first Monday on the following dates:

April (every year) - General Municipal Election
August (even year) - Primary Election
August (odd year) - Special Election
November (even year) – General Election
November (odd year) – Special Election
November (every 4th year) – Presidential Election
Any other date authorized by law or local charter

2.2.3.1. Primary Elections: shall consist of ballots for 3 separate parties with the possibility for issue-only ballots as well. Each designated party and issue-only ballots shall be labeled as such at the top of the ballots.

2.2.3.2. General Elections: shall have up to 3 parties on the same ballot in addition to independent candidates and issues.

2.2.3.3. All Elections: shall consist of multiple ballot styles.

Historical Voter Turn-Out Information

Election	Turn Out %	Total Registered Voters in Election	Absentee Ballots Mailed
8/6/2024	24.58%	127,995	1,491
11/5/2024	67.95%	134,321	4,147
4/8/2025	25.23%	125,420	1,307
8/5/2025	12.59%	125,645	1,208
4/7/2026	9.09%	120,780	981
8/4/2026	36.17%	128,224	1,532

3. SCOPE OF WORK

3.1. General Requirements:

3.1.1. Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for provision of absentee ballot packet production, mailing and tracking as defined herein, in accordance with the specifications, standards, and timelines set forth in this contract. All work shall be subject to review and written acceptance by the Boone County Clerk's Office based on the objective criteria established herein. If awarded, the contractor shall also provide sample ballot production, mailing and tracking as specified herein to the sole satisfaction of the Boone County Clerk's Office.

3.1.2. All services shall be performed in accordance with the specifications, standards, and timelines set forth herein, subject to review and written acceptance by the Boone County Clerk's Office. Disputes regarding acceptance shall be resolved in accordance with the contract's dispute resolution procedures. All work shall be coordinated with the Boone County Clerk's Office. Any ballot prototypes shall receive the prior review and authorization of the Boone County Clerk's Office before going into production.

3.2. General Services Requirements:

3.2.1. Ballot packets described below must be directly delivered from the contractor to the post office. The contractor shall be responsible for applying any and all United States Postal Service (USPS) bar-coding on each ballot packet envelope in order to allow the USPS to provide the most reliable service of delivery of the ballot from the Clerk's Office to the voter. The contractor additionally shall apply USPS bar-coding to postal trays, tray covers, USPS tag #191 (green and white with black text) "Ballots Only," presorted tray labels and all tags and labels affixed to the trays. The contractor shall also be responsible for preparing and sealing all required mailing statements and supporting documentation in accordance with USPS standards, rules, and regulations.

3.3. Absentee Ballot Packets Requirements:

3.3.1. The contractor shall produce, prepare, and mail absentee ballots as needed and be tracked consistently with the election cycle that follows. Missouri holds elections on the first Tuesday after the first Monday on the following dates:

a. April (every year) - General Municipal Election
b. August (even year) - Primary Election
c. August (odd year) - Special Election
d. November (even year) – General Election
e. November (odd year) – Special Election

f. November (every 4th year) – Presidential Election
g. Any other date authorized by law or local charter

3.3.2. Voters who request a ballot by mail shall be issued an absentee ballot packet by the contractor. The contractor shall mail the absentee ballot packets no later than forty-two (42) calendar days prior to each election and shall end two (2) Wednesdays before each election. The Clerk's office will supply the contractor with a daily request list and PDF of ballot images. The contractor shall compile packet contents according to absentee type and ballot style. The ballot packets must be mailed within three (3) business days, but it is strongly preferred by the County Clerk's Office that ballots be mailed within 24 hours.

3.3.3. The contractor shall directly deliver absentee ballot packets using outgoing envelopes with the Clerk's office mail permit and first-class return envelopes that the contractor must supply. Outbound envelopes must include tracking information that allows the County Clerk's Office and voters to track their ballot. The Clerk's office mail permit for outgoing mail and first-class return envelopes shall be available to the contractor for use.

3.4. **Absentee Ballot Packets Contents Requirements:** The contractor shall at minimum duplicate the current absentee ballot packet materials but may offer enhancements and improvements. Any such enhancement or improvement must be specifically addressed and priced in the Vendor Response and Pricing Pages of the contract and specifically accepted in the award of contract.

3.4.1. Packet Contents: The absentee ballot packet shall contain a mailing envelope, instructions on voting the ballot and returning the ballot to the Clerk's office, and a return envelope. The contractor shall use Intelligent Mail Barcodes (IMB) on the mailing envelope allowing the County Clerk's office and voter to track ballots-both outgoing and returning. The absentee ballot must be printed in accordance with the technical specifications required for compatibility with the County's optical scan voting equipment. The County Clerk's Office will provide all required technical parameters — including paper stock, grain direction, basis weight, thickness, smoothness, moisture content, opacity, brightness, and PPI — to all offerors upon request and in any issued addenda. Vendors proposing alternative specifications must submit detailed documentation demonstrating equivalency, subject to written approval by the County Clerk's Office prior to production; the instructions, return envelope and mail envelope are able to be redesigned in size and layout. The return envelope must contain a voter affidavit statement per Revised Missouri Statutes (RSMO) Section 115.283,

https://revisor.mo.gov/main/OneSection.aspx?section=115.283&bid=48333&hl=

3.4.2. Ballot Size: The ballots shall be printed to match the official ballots for the election of 8.5 inches in width by 14, 17, or 19 inches in length (depending on the election) and one or two-sided determined by the County Clerk's office. The ballot heights are finished size lengths and do not include the ballot stub.

3.4.3. Paper Stock: The contractor must provide ballot paper stock that meets or exceeds the technical specifications required for compatibility with the County's optical scan voting equipment, as provided by the County Clerk's Office. Vendors proposing alternative paper stock must submit detailed technical specifications demonstrating equivalency, subject to written approval by the County Clerk's Office prior to production. The County will provide the required technical parameters to all offerors upon request.

3.4.4. Ballots: The contractor must also provide test ballots for review and approval of the County Clerk's office. If the absentee ballots are folded two (2) or three (3) times, the folds shall be between the timing marks depending on the size of envelopes used. The contractor shall be responsible for inserting into each ballot packet: the printed ballot (personalized to the voter), a voter identification envelope, an absentee/mail-in voting instructions card, sheet, or pamphlet, and any additional inserts as directed by the County Clerk's Office. The contractor must have the capacity to accommodate additional inserts beyond those listed above upon request. The absentee or mail-in voting instructions card, sheet, or pamphlet or any other insert as determined by the County Clerk's Office shall need to be designed, printed and folded (if necessary) by the contractor.

3.4.5. Absentee Mailing Envelopes Requirements: The contractor shall be responsible for providing absentee mailing envelopes that meet the approval of the County Clerk's Office. The size and style of this envelope can be redesigned as necessary to accommodate the absentee ballot packet mailings. However, the contractor shall understand and agree to provide an envelope that must be printed with the following information: voter's name and address, Boone County Clerk's office return address, and display the "Official Election Mail" indicia.

3.4.6. Absentee Affidavit/Return Envelopes Requirements: The contractor shall be responsible for providing absentee affidavit/return mailing envelopes that meet the approval of the County Clerk's Office. The size and style of this envelope can be redesigned as necessary to accommodate the absentee ballot packet mailings. However, the contractor shall understand and agree to provide an envelope must be printed with the following certain information per State of Missouri Statute: The front of the envelope shall display the "Official Election Mail" indicia, County Clerk mailing address, voter's location, and ballot style. The back of the envelope shall list the election date, and voter affidavit statement.

3.5. **Sample Ballots:** The contractor shall duplicate the process for sample ballots as described for absentee ballots.

3.5.1. The contractor shall send sample ballot packets to every active, registered voter in Boone County for each election. Each sample ballot packet shall at minimum include a polling place notification sheet, an instructional piece of paper, and a full-size sample ballot on colored paper.

3.5.2. The mailing list for the mailing will be generated by the Clerk's office. The tracking information provided by the contractor must allow for the mailing list to be compared to National Change of Address information to help maintain the

integrity of the voting roll for Boone County. The contractor shall provide all tracking and delivery confirmation data to the County Clerk's Office within 10 business days of each mailing in a structured electronic format (e.g., CSV, Excel, or equivalent) that includes, at minimum: voter name, mailing address, IMB tracking number, mail date, delivery confirmation date, and return/undeliverable status. The format shall be compatible with NCOA comparison processes used by the Clerk's Office.

3.5.3. The Contractor shall send a Resident Confirmation Notice postcard to any voter identified in the NCOA comparison process instead of a sample ballot.

3.5.4. Sample Ballots/Notice of Election – Additional Requirements:

3.5.4.1. For each election the contractor shall produce and prepare a sample ballot packet that contains a sample ballot that contains election issues, candidates, and the voter's polling place. This shall be mailed by the contractor to each voter in the election no later than four (4) weeks prior to an election. The County Clerk's office will provide the contractor with data extracted from the state-wide voter database containing such fields as: name, address, precinct, polling place name, polling place address, ballot style, and election date. The County Clerk's office will also supply a list of polling places, precinct, ballot styles, and a PDF of ballot images. The contactor shall understand and agree that on occasion, the sample ballots shall be customized as directed by the County Clerk's Office due to the number of candidates and issues, and length of the ballot.

3.5.4.2. The contractor shall supply the Clerk's office with proof of the printed material prior to print at least four (4) weeks and three (3) days prior to the election.

3.5.4.3. The contractor shall be responsible for ensuring the final mail piece is approved by the USPS prior to print.

3.5.4.4. The contractor shall be responsible for ensuring envelopes contain proper 'ZIP + 4' address information for the Clerk's office (return address portion) from USPS.

3.6. <u>Security – All Ballots:</u>

3.6.1. <u>Security and Automated Assembly</u>: The contractor shall be solely responsible for putting in place a security process that allows for effective audit controls and reporting. Such methods can include details pertaining to automated assembly systems that verify that the correct ballot and personalized information are included in each ballot pack.

3.6.2. The contractor shall verify that no duplicate voter requests have been issued in prior data files or the current file utilizing the voter identification number. If a discrepancy occurs, the contractor shall immediately notify the appropriate County Clerk's Office contact person.

3.6.3. The contractor shall provide a secured file transfer website that automatically confirms receipt of the data file(s) and the number of records in each file. The secured website must allow for multiple file transfers with HTTPS/FTPS secure transfer of files protocol.

3.7. Errors/Omissions/Other Issues:

3.7.1. Any error or omission identified by the County Clerk's Office shall be resolved at no additional cost to the County. The contractor shall acknowledge receipt of any reported issue within four (4) business hours and provide a written corrective action plan within one (1) business day. Resolution timelines shall be commensurate with the severity and scope of the issue, as mutually agreed upon in writing by both parties. Critical errors affecting ballot accuracy or voter eligibility shall be prioritized and resolved as expeditiously as possible.

3.8. Other Contractual Requirements:

3.8.1. **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.

3.8.2. **Contract Period**: The initial contract period shall run **February 1, 2027 – January 31, 2028.** The contract shall have five (5), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term that the County may exercise at its sole option. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

3.8.3. **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.

3.8.4. **Fiscal Non-Funding 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 expenses to the County.

3.8.5. **Estimated Usage**: The contractor shall understand and agree that the estimates presented herein do not constitute a guarantee on the part of the County regarding any purchases under the contract.

3.8.6. **Pricing**: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon

renewal of the contract period, subject to quotations on the Vendor Response and Pricing Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

3.8.6.1. Price Increase: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

3.8.6.2. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.

3.8.6.3. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the previous contract period.

3.9. INSURANCE REQUIREMENTS: The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

3.9.1. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be $500,000.00 for each employee, $500,000.00 each accident, and $500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

3.9.2. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than $2,000,000.00 combined single limit for any one occurrence covering both bodily

injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

3.9.3. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

3.9.4. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than $2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

3.9.5. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.

3.9.6. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which names the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

3.9.7. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these

services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

Certificate Holder address:
County of Boone, Missouri
C/O Purchasing Department
5551 S Tom Bass Rd.
Columbia, MO 65201

4. PROPOSAL SUBMISSION INFORMATION

4.1. The offeror may submit a hard-copy proposal, or an electronic proposal as described further. **If submitting electronically, please submit a physical sample ballot** within 24 hours of the bid deadline to: Amy Gerskin, Senior Buyer, 5551 S Tom Bass Rd., Columbia, MO 65201

a. When submitting a hard-copy sealed proposal, the offeror should include the **original and an electronic copy of the proposal on a removable storage drive (e.g., USB memory stick).**

b. The offeror must submit the hard-copy sealed proposal to:

Boone County Purchasing Department
Attn: Amy Gerskin, Senior Buyer
5551 S Tom Bass Rd.
Columbia, MO 65201

c. 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.

d. The proposals must be delivered no later than **2:00 P.M. on Wednesday, December 9, 2026.** Proposals will not be accepted after this date and time.

4.1.1. 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 must govern.

4.2. Organization of Proposal:

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

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

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

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

4.2.2. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may have an adverse impact on the evaluation of the proposal. Any offeror whose response deviates 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. Evaluation categories include an assessment of cost, the offeror's experience, expertise and reliability, proposed methodology, and contractor support. The County reserves the right to also consider any enhancements the offeror describes in the proposal.

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, of from any other source.

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

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

a. Negotiations may be conducted in person, in writing, or by telephone.

b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the County's best interest.

4.5.5. Evaluation of the Vendor's Experience, Expertise and Reliability: Experience, expertise, and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

a. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided Absentee Ballots Packets and Related Services in the last three (3) years and provide a current contact name, email address and phone number for each account.

4.5.6. Evaluation of the Vendor's Proposed Method of Performance: Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative, which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.

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

b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. At minimum, the offeror is strongly advised to complete the Vendor Response and Pricing Pages of this RFP. In addition, the offeror may address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

4.5.7. 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 requests 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.

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

5. VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *Docusign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

5.1. Company Name: _____

5.2. Address: _____

5.3. City/State/Zip Code: _____

5.4. Telephone: _____ Fax: _____

5.5. Federal Tax ID (or Social Security #): _____

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

_____

5.7. **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, *unless pricing has been specifically quoted for vehicle delivery and preparation below*. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

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.

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

☐ Yes

☐ No

5.9. **Pricing:**

The offeror shall quote firm fixed pricing in the available space below. Pricing shall include furnishing all equipment, materials, supplies, labor, and all required insurance necessary to perform as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Line-Item Description	Estimated Quantity	Firm, Fixed Price Per Each Ballot Packet for Specified Tier. Initial Contract Period
5.9.1.	**Absentee Ballot Packet** - includes all labor, support, material, equipment, supplies, and mailing costs to produce, prepare, mail, track and report to the County Clerk as defined herein. Tier 1: 1-1,000 Packets	1,000	$ Ea. Packet
5.9.2.	**Absentee Ballot Packet** - includes all labor, support, material, equipment, supplies, and mailing costs to produce, prepare, mail, track and report to the County Clerk as defined herein. Tier 2: 1,001-5,000 Packets	5,000	$ Ea. Packet
5.9.3.	**Absentee Ballot Packet** - includes all labor, support, material, equipment, supplies, and mailing costs to produce, prepare, mail, track and report to the County Clerk as defined herein.	10,000	$ Ea. Packet

	Tier 3: 5,001-10,000 Packets		
5.9.4.	**Absentee Ballot Packet** - includes all labor, support, material, equipment, supplies, and mailing costs to produce, prepare, mail, track and report to the County Clerk as defined herein. Tier 4: 10,001-15,000 Packets	15,000	$ Ea. Packet
5.9.5.	**Sample Ballot Packets –** the offeror must provide a firm price per each sample ballot packet. The quoted price shall include all labor, support, material, equipment, supplies, and mailing costs to produce, prepare, mail, track and report to the County Clerk as defined herein.	100,000	$ Ea. Packet
5.9.6.	**Other Required Costs:** The offeror shall identify and price all other required costs to perform services described herein. If no other prices are identified the County shall assume no other invoice prices or costs.		

5.9.7. Renewal Options Price Adjustments – Applies to All line Items

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of five (5) additional years following the initial term. If the options are exercised, pricing for the renewal period shall be the same as quoted for the initial or previous contract period subject to adjustment in accordance with the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase. Statements such as "a percentage off the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial or previous contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

The percentage for the first renewal will be applied to original contract period pricing, and percentage for subsequent renewals will be applied to previous contract period pricing.

5.9.7.1. Renewal Option Percentage Price Adjustment 1st Renewal Period

_____% Applied to original bid pricing

5.9.7.2. Renewal Option Percentage Price Adjustment 2nd Renewal Period

_____% Applied to previous contract period pricing

5.9.7.3. Renewal Option Percentage Price Adjustment 3rd Renewal Period

_____% Applied to previous contract period pricing

5.9.7.4. Renewal Option Percentage Price Adjustment 4th Renewal Period

_____% Applied to previous contract period pricing

5.9.7.5. Renewal Option Percentage Price Adjustment 5th Renewal Period

_____% Applied to previous contract period pricing

5.10. VENDOR *MUST* SUBMIT SAMPLE BALLOTS WITH THEIR SUBMISSION

5.11. Vendor's Experience and Reliability:

5.11.1. Company History: The vendor should provide a brief company history in the available space addressing when the offeror's company/organization was formed/organized/founded and how long the company has been in the business of providing absentee ballot packets/sample ballot packets and related services as described herein to public entities similar to the Boone County or to other private entities:

_____

_____

_____

5.11.2. Vendor's References:

The offeror should provide reference contact information below regarding provision of absentee ballot packets/sample ballot packets similar to Boone County's requirements:

Company/Entity Name:_____

Contact Name:_____

Contact's Title:_____

City:_____ State:_____

Telephone Number and Area Code:_____

E-mail Address:_____

Description of Equipment/Services Furnished:_____

Availability of Reference:_____

Company/Entity Name:_____

Contact Name:_____

Contact's Title:_____

City:_____ State:_____

Telephone Number and Area Code:_____

E-mail Address:_____

Description of Equipment/Services Furnished:_____

Availability of Reference:_____

Company/Entity Name:_____

Contact Name:_____

Contact's Title:_____

City:_____ State:_____

Telephone Number and Area Code:_____

E-mail Address:_____

Description of Equipment/Services Furnished:_____

Availability of Reference:_____

5.11.3. Subcontracted Work: The offeror must address whether any work will be subcontracted or not. If any work will be subcontracted, then the offeror must identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes or No

If "Yes" is circled, describe details about subcontractors below:

_____

_____

5.12. Proposed Method of Performance and Contractor Support:

5.12.1. Single Point of Contact:

Describe below how the vendor will perform as a single point of contact for the County regarding provision and support of provision of absentee ballot packets production and mailing purchased by the County:

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

Holidays: Identify the holidays the vendor's business observes:

_____

_____

5.12.2. Location of Business**:** Indicate in the space provided the address of the bidder's location for drop-off and pick-up:

_____

5.12.3. Support: Describe how the bidder will support delivery of service to the County:

_____

_____

5.12.4. Warranty and Guarantees:

Include any warranty terms and other service guarantees:

_____

_____

_____

5.13. Recommendations for Improvement/Enhancements: The County Clerk's office is open to suggestions on improvements and enhancements to lower costs, aid in voter comprehension and enrich visual display of information. The County Clerk's office is open to suggestions on how to improve layouts, visual design, and produce items in a more cost- effective manner.

5.14. **<u>Security Protocols</u>**: The offeror is advised to detailed information in the response pertaining to the vendor's security protocols to ensure accuracy and auditing purposes. Such methods can include details pertaining to automated assembly systems that verify that the correct ballot and personalized information are included in each ballot pack. If not provided in the proposal, this information must be provided by the offeror upon request for the County to make a reasonable evaluation of the offered service.

5.15. Ballots Paper Stock:

If offering a different or optional paper stock for the absentee and sample ballots, then provide specific details for each feature as listed below:

Specification	Absentee Ballot	Sample Ballot
Paper Stock		
Grain Direction on Finished Ballot		
Basis Weight		
Thickness		
Smoothness		
Moisture		
Opacity		
Brightness		
PPI		

(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

Amy Gerskin
Senior Buyer

Boone County Purchasing
5551 S Tom Bass Rd.
Columbia, MO 65201
Phone: (573) 886-4393

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 – see instructions on previous page)

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF $5,000.00)

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____ _____(Bidder). 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 must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and 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

(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 Printed Name
or Other Federal I.D. Number

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:

Boone County Purchasing
5551 S. Tom Bass Rd.
Columbia, MO 65201

Amy Gerskin
Senior Buyer
P: (573) 886-4393
Email: AGerskin@boonemo.gov

"No Bid" Response Form

"NO BID RESPONSE FORM"

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

If you do not wish to respond to this bid request but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail.

Bid: 40-09DEC26 – Absentee Ballot Packets, Sample Ballots, and Related Services

Business Name: _____

Address: _____

_____

_____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

_____

_____

_____

_____

_____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. The Contractor shall comply with all applicable federal, state, and local laws, and failure to do so, in County's sole discretion, shall give County the right to terminate 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 the request of the 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 the bid process, as the 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 a 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 the 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 the 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 the 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 the 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, the 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.

23. The resulting agreement may be extended beyond the expiration date by order of the County on a month-to-month basis if the County cannot re-bid and/or award a new contract before the expiration date.

24. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

Revised: 01/10/24

End of Document