

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

14th day of August 20 07

the following, among other proceedings, were had, viz:

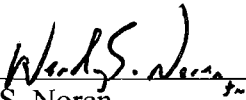
Now on this day the County Commission of the County of Boone does hereby establish total appropriations for the Courthouse Expansion project in the amount of \$9,410,000, consisting of the various components outlined below:

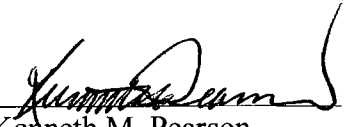
Department	Account	Department Name	Account Name	Decrease	Increase
4061	71201	Courthouse Expansion	Construction Costs		7,200,000
4061	71211	Courthouse Expansion	Architect Fees		517,832
4061	71212	Courthouse Expansion	Architect Reimb		10,000
4061	71221	Courthouse Expansion	Cosnt Mgmt Fees		310,569
4061	71222	Courthouse Expansion	Const Mgmt Gen Cond		343,599
4061	71231	Courthouse Expansion	Owner Costs		1,028,000

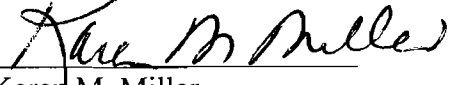
It is further ordered that any unexpended portion of these appropriations shall be re-appropriated as necessary in subsequent years until the project is completed.

Done this 14th day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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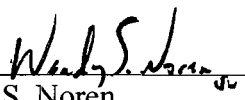
In the County Commission of said county, on the 14th day of August 20 07

the following, among other proceedings, were had, viz:

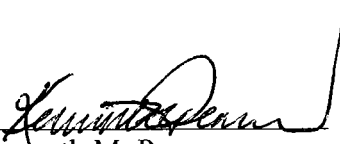
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Columns on the Courthouse Grounds on September 17, 2007, from 12:00 p.m. to 1:00 p.m. for the public reading for Constitution Day.

Done this 14th day of August, 2007.

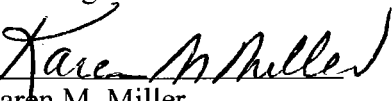
ATTEST:



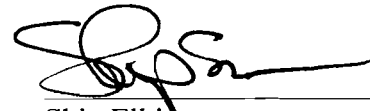
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
 Karen M. Miller, District I Commissioner
 Skip Elkin, District II Commissioner



Roger B. Wilson
 Boone County Government Center
 801 East Walnut Room 245
 Columbia, MO 65201-7732
 573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Public Reading for Constitution Day

Date(s) of Use: Sept 17

Time of Use: From: 12:00 PM a.m./p.m. thru 1:00 PM a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
 Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: LUVA Civil Liberties Committee

Organization Representative/Title: Bertrice Bartlett, Chair

Address/Phone Number: 1627 Wilson 442-5549

Date of Application: Aug 2, 2007

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

 County Clerk

 County Commissioner

DATE: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

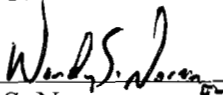
Term. 20 07

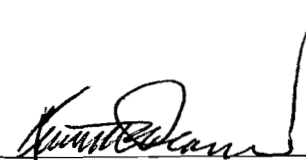
In the County Commission of said county, on the 14th day of August 20 07
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on August 29, 2007, from 7:00 p.m. to 9:00 p.m. for the Pro-Vote town hall meeting.

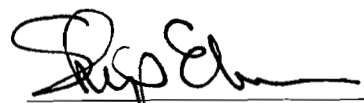
Done this 14th day of August, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

- ✓ Description of Use: Town Hall Meeting
- ✓ Date(s) of Use: Aug 29 2007
- ✓ Time of Use: From: 7 a.m./p.m. thru 9 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

- ✓ Name of Organization/Person: PRO-VOTE
- ✓ Organization Representative/Title: JANE WHITESIDES / ORGANIZER
- ✓ Address/Phone Number: 1011 No. Barth 256 7701
- ✓ Date of Application: Aug 13 2007

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

County Clerk

County Commissioner

DATE:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

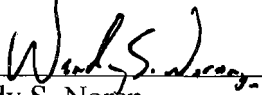
Term. 20 07

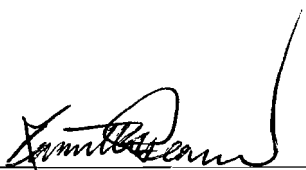
In the County Commission of said county, on the 14th day of August 20 07
 the following, among other proceedings, were had, viz:

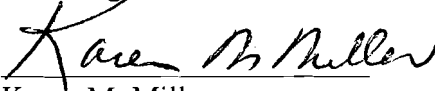
Now on this day the County Commission of the County of Boone does hereby award bid 55-09AUG07 - Phone System at JJC to BT Services. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of August, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT FOR
PHONE SYSTEM AT JJC**

THIS AGREEMENT dated the 17th day of August 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **BT Services**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the furnishing, delivery and installation of a Phone System for JJC, bid number **55-09AUG07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated August 8, 2007 and executed by Rick Prosser, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in Section 2 of bid including the following:

Item 4.8.1.1. GATC2 CLID	\$472.00
Item 4.8.1.2. MICS 7.1 with CP150 (32 Mailbox) US	\$3,828.00
Item 4.8.1.3. NTBB41 0x16 digital station module	\$504.00
Item 4.8.1.4. NTBB02 2 port fiber expansion cart cartridge	\$280.00
Item 4.8.1.5. SUT2703024 24 port patch panel	\$135.00
Item 4.8.2.1. Installation	\$750.00
For a total cost of	\$5,969.00

Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

Maintenance shall be provided for the above equipment for a period of three (3) years following installation of the equipment. Maintenance shall be billed as follows:

Year 1	No Charge
Year 2	No Charge
Year 3	\$950.00

3. **Delivery and Installation** - Contractor agrees to furnish, deliver and install the equipment per the bid specifications and as specified in the Contractor's bid response.

4. **Billing and Payment** - All billing shall be invoiced to the Juvenile Justice Center and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

BT SERVICES

by Rick Prosser
title VP SALES & MARKETING

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

1242 / 92300 - \$5,969.00

Signature June Pitchford by KF Date 8/13/2007 Appropriation Account _____

4. Revised Response Form

- 4.1. Company Name: BT Services
- 4.2. Address: 2000 E. Broadway #279
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-874-0101
- 4.5. Fax Number: Same
- 4.6. E-Mail Address: rick@btservices.net sales@btservices.net service@btservices.net
- 4.7. Federal Tax ID: 43-1939485
- 4.7.1. (x) Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.8. PRICING		
4.8.1. BASE BID-EQUIPMENT ONLY		Price
4.8.1.1. GATC2 CLID (Quantity 1)		\$ 472.00
4.8.1.2. MICS 7.1 with CP150 (32 Mailbox) US (Quantity 1)		\$ 3,828.00
4.8.1.3. NTBB41 0x16 digital station module (Quantity 1)		\$ 504.00
4.8.1.4. NTBB06 2 port fiber expansion cart cartridge (Quantity 1)		\$ 280.00
4.8.1.5. SUT2703024 24 port patch panel (Quantity 1)		\$ 135.00
4.8.1.6. TOTAL-EQUIPMENT ONLY		\$ 5,219.00
4.8.2. ALTERNATE 1-INSTALLATION		
4.8.2.1. Installation of the Above Equipment		\$ 750.00
4.8.3. ALTERNATE 2-MAINTENANCE		
4.8.3.1. Maintenance-Year 1		\$ N/C
4.8.3.2. Maintenance-Year 2		\$ N/C
4.8.3.3. Maintenance-Year 3		\$ 950.00
4.8.3.4. Maintenance-Year 4		\$ 1,045.00
4.8.3.5. Maintenance-Year 5		\$ 1,150.00
4.8.3.6. TOTAL OF ALL MAINTENANCE		\$ 3,145.00
4.8.4.	After Notice to Proceed is issued, work will begin on this project within <u>7</u> days.	
4.8.5.	Project will be completed within <u>10</u> working days after first day of work commencement.	

4.8.6.	Bidder should describe how the installation process will be completed with minimal down time:
	BT Services will have all programming/data base information from customer prior to cutover. We will suspend current system from the wall while we install the new one. At that time, we will take the cables from the old system and swing them over to the new. Actual downtime should be a matter of minutes.
4.9.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.9.1.	Authorized Representative (Sign By Hand): <i>R. Prosser</i> Date: <i>8/8/07</i>
4.9.2.	Print Name and Title of Authorized Representative Rick Prosser VP Sales & Marketing
4.10.	If bidding equipment only, the bidder must state the delivery ARO:

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Option Care
Address: 1410 Heriford Dr. Col. MO 65202

Contact Name: Lance Abshier / Deb Wilfong
Telephone Number: 814-7100

Date of Contract: 2/14/07
Length of Contract: Negotiable

Description of Prior Services (include dates): BTS has been providing service and support on Option Care's Norstar for several years. Earlier this year we upgraded their system to a MICS w/ Call Pilot.

2. Prior Services Performed for:

Company Name: Boonville High School
Address: 1690 W. Ashley Rd

Contact Name: Jay Webster
Telephone Number: 660-882-7426

Date of Contract: 8/2/06
Length of Contract: Negotiable

Description of Prior Services (include dates): In 2006 we re-wired and installed new Norstar phone systems w/Call Pilots for the High School, LSE, and Central Elementary in the month prior to school starting. We also maintain the Norstar at the administrative office.

3. Prior Services Performed for:

Company Name: Dr. Despain
Address: 2011 Corona Col. MO 65203

Contact Name: Wendy Willingham
Telephone Number: 234-1000

Date of Contract: 8/04
Length of Contract: Negotiable

Description of Prior Services (include dates): BTS has maintained their Nortel phone system since 2004 and in Aug of 2006 when they moved to their new office, we wired their building and upgraded them to a Nortel MICS w/ Call Pilot.

08/08/07

Request for Bid # 55-09AUG07 – Phone System at JJC

Response to Bid Specifications:

- 1.0 Understood and shall comply
- 2.0 Understood and shall comply
- 3.0 Understood and shall comply
- 4.0 Understand and shall comply

BT Services understands and shall comply with Amendments 1 & 2. We would like to note that our response to 4.8.1.2 is to propose the following:

Nortel MICS Cabinet w/ power supply
MICS 7.1 software
CP 150 Voice Mail

Based on the way we interpret the project, we are proposing a complete system, not just the 7.1 software and CP 150.



Rick Prosser
BT Services
VP Sales & Marketing
874-0101 x 200



BOONE COUNTY, MISSOURI
Request for Bid #: 55-09AUG07 – Phone System at JJC

ADDENDUM #1 - (Issued August 2, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) REPLACE the Response form with the attached Revised Response Form which adds additional equipment.

By: _____

Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 55-09AUG07 – Phone System at JJC of which is hereby acknowledged:

Company Name: BT SERVICES
Address: 2000 E. BROADWAY #279
COLUMBIA, MO 65201

Phone Number: 573-874-0101 Fax Number: SAME

Authorized Representative Signature: R. Prosser Date: 8/8/07

Authorized Representative Printed Name: Rick Prosser



BOONE COUNTY, MISSOURI
Request for Bid #: 55-09AUG07 Phone System

ADDENDUM #2 - (Issued August 7, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Revised: The part # listed on line item 4.8.1.4. of the Revised Reponse Form is incorrect. The part # should be NTBB02 rather than NTBB06. The description remains unchanged and is as follows: "2 port fiber expansion cart cartridge".

By: 
Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid # 55-09AUG07 - Phone System receipt of which is hereby acknowledged:

Company Name: BT SERVICES
Address: 2000 E. BROADWAY # 279
COLUMBIA, MO 65201
Phone Number: 573-874-0101 Fax Number: SAME
Authorized Representative Signature: R. Prosser Date: 8/8/07
Authorized Representative Printed Name: RICK PROSSER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

08/16/2007

PRODUCER (314)439-1444 FAX (314)439-1641
Ricci Associates, Inc.
 955 Executive Parkway
 Suite 100
 Creve Coeur, MO 63141

INSURED **Westford Communications Inc.**
 101 W. Pitman
 O'Fallon, MO 63366

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **Secura Insurance Companies**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

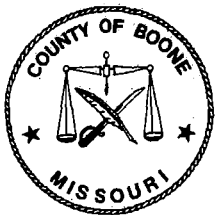
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC	20TC30697687	03/10/2007	03/10/2008	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20A30729067	03/10/2007	03/10/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	20CU30697697	03/10/2007	03/10/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	20WC3076393	03/10/2007	03/10/2008	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTH-EP E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Leased Equipment	20TC30697687	03/10/2007	03/10/2008	\$20,000 limit \$250 deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: With work performed by our insured the general liability notes The County of Boone - MO to be noted as an addl. insured.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
BT Services Attn: Kick Prosser		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Stephen Ricci/KATHYP <i>S.R.</i>



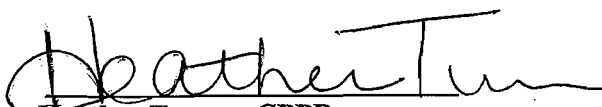
BOONE COUNTY, MISSOURI
Request for Bid #: 55-09AUG07 Phone System

ADDENDUM #2 - (Issued August 7, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Revised: The part # listed on line item 4.8.1.4. of the Revised Reponse Form is incorrect. The part # should be NTBB02 rather than NTBB06. The description remains unchanged and is as follows: "2 port fiber expansion cart cartridge".

By: 
Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid # 55-09AUG07 – *Phone System* receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 55-09AUG07 – Phone System at JJC


ADDENDUM #1 - (Issued August 2, 2007)

This addendum is issued in accordance with the Scope of Services of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's bid response.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) REPLACE the Response form with the attached Revised Response Form which adds additional equipment.

By:


Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 55-09AUG07 – Phone System at JJC of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

4. Revised Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING		
4.8.1. BASE BID-EQUIPMENT ONLY		Price
4.8.1.1.	GATC2 CLID (Quantity 1)	\$
4.8.1.2.	MICS 7.1 with CP150 (32 Mailbox) US (Quantity 1)	\$
4.8.1.3.	NTBB41 0x16 digital station module (Quantity 1)	\$
4.8.1.4.	NTBB06 2 port fiber expansion cart cartridge (Quantity 1)	\$
4.8.1.5.	SUT2703024 24 port patch panel (Quantity 1)	\$
4.8.1.6.	TOTAL-EQUIPMENT ONLY	\$
4.8.2. ALTERNATE 1-INSTALLATION		
4.8.2.1.	Installation of the Above Equipment	\$
4.8.3. ALTERNATE 2-MAINTENANCE		
4.8.3.1.	Maintenance-Year 1	\$
4.8.3.2.	Maintenance-Year 2	\$
4.8.3.3.	Maintenance-Year 3	\$
4.8.3.4.	Maintenance-Year 4	\$
4.8.3.5.	Maintenance-Year 5	\$
4.8.3.6.	TOTAL OF ALL MAINTENANCE	\$
4.8.4.	After Notice to Proceed is issued, work will begin on this project within _____ days.	
4.8.5.	Project will be completed within _____ working days after first day of work commencement.	

4.8.6.	Bidder should describe how the installation process will be completed with minimal down time:
4.9.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.9.1.	Authorized Representative (Sign By Hand): _____ Date: _____
4.9.2.	Print Name and Title of Authorized Representative _____
4.10.	If bidding equipment only, the bidder must state the delivery ARO: _____



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **55-09AUG07**
Commodity Title: **Phone System**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, AUGUST 9, 2007**
Time: **10:30 AM** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, AUGUST 9, 2007**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" Form**

Note: A non-mandatory pre-bid meeting has been scheduled for August 2, 2007 at 10:00 a.m. at the Robert L. Perry Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, MO. All bidders are urged to attend. A project site visit will immediately follow the pre-bid meeting.

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.3.3. **Pre-Bid Meeting** - A non-mandatory pre-bid meeting will be held at 10:00 a.m. Thursday, August 2, 2007 at the Robert L. Perry Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, MO. A tour of the project site will be provided immediately following the pre-bid meeting.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for the furnishing and delivery of a new phone system at the Juvenile Justice Center in Columbia, Missouri as detailed in the following specifications. The County may choose to award the base bid and the alternates or any combination thereof.

2.2. BASE BID-EQUIPMENT ONLY

2.2.1. The new phone system shall consist of the following:

2.2.1.1. One (1) GATC2 CLID and

2.2.1.1. One (1) MICS 7.1 with CP150 (32 Mailbox) US

2.2.2. New handsets are **NOT** needed.

2.2.3. The contractor must provide material that is new, not reconditioned, and free from defects.

2.2.4. Delivery Terms: Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

2.2.5. Sales/Use Tax Exemption - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.3. ALTERNATE 1-INSTALLATION

2.3.1. The contractor shall provide installation of the above equipment in accordance with the following specifications.

2.3.2. The contractor must employ practices that prevent damage due to shock or environmental conditions that exceed ratings of material prior to installation. The contractor is responsible and liable for installation practices required to properly store, handle and mount materials to avoid damage to workers, the facility or the material.

2.3.3. The contractor must fully test the system to ensure satisfaction of functional requirements and that the system is free of short circuits, ground loops, hum, RF interference, instability and noise beyond published specifications of the equipment.

2.3.4. Project Schedule - Work must be scheduled with a designated representative of the Juvenile Justice Center and must be performed during times which would limit the amount of “down time” the Juvenile Justice Center would experience in phone service. It is the contractor’s responsibility to notify the County within 48 hours of starting the work. A project schedule depicting the progression of the work shall be submitted for the County’s approval.

2.3.5. Contractor Qualifications and Experience – The contractor to whom a contract is awarded must provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) years. Exhibit A, Reference List, may be used to list previous work experience.

2.3.5.1. The bidder, at the time of bid submittal, must possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State, and Local laws, statutes, ordinances, and

rules and regulations of any kind. Copies of licenses and certifications should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

- 2.3.6. The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for the said services are included in the bid price.
- 2.3.7. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project.
- 2.3.8. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.9. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area. The Contractor shall leave the site neat and clean at the end of each day.
- 2.3.10. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.3.11. The bidder shall state on the Response Form when the project will begin and how long the installation process will take.
- 2.3.12. Warranty – The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary.
- 2.3.13. **Insurance Requirements** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.3.13.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.3.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.

- 2.3.13.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.3.13.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.3.13.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.3.13.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.3.14. **Lien Waivers** – Prior to the release of Contract amount, the Contractor shall file with the County the following:
1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
 2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.4. **ALTERNATE 2-MAINTENANCE**
- 2.4.1. Maintenance - The bidder should provide a price on the Response Form for maintenance on the installed equipment for a period of five (5) years following expiration of the one year warranty. This maintenance must include the timely repair of any and all malfunctions of the equipment. If the equipment cannot be repaired to the sole satisfaction of the County, it must be replaced free of charge during this five (5) year period.
- 2.5. **CONTRACT DOCUMENTS** - The successful Bidder 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 the Bidder desires to contract under his own written agreement, any such proposed agreement shall be submitted in blank with his bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to the County legal counsel.
- 2.6. **BILLING AND PAYMENT** - Payment shall be made after the work has been completed and an invoice has been received. The vendor must reference the purchase order number on the invoice. The vendor must submit an invoice and charges must only include prices listed in the vendor’s bid response. No additional fees or taxes shall be included as additional charges. Invoices should be submitted to Ann Schnell, Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, MO 65202 for payment which will be made 30 days after receipt of a correct and valid invoice.

- 2.7. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, **PRIOR TO BID OPENING**, to Heather Turner, 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201. Phone: 573-886-4392, Fax: 573-886-4390 or Email: hturner@boonecountymmo.org.
- 2.8. **DESIGNEE** – Robert L. Perry Juvenile Justice Center.
- 2.8.1. **Contact for Contract Administration** – The contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer’s literature or procedure specified is not clearly understood by contacting Ann Schnell, Juvenile Justice Center. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING		
4.8.1.	BASE BID-EQUIPMENT ONLY	Price
4.8.1.1.	GATC2 CLID (Quantity 1)	\$
4.8.1.2.	MICS 7.1 with CP150 (32 Mailbox) US (Quantity 1)	\$
4.8.1.3.	TOTAL-EQUIPMENT ONLY	\$
4.8.2.	ALTERNATE 1-INSTALLATION	
4.8.2.1.	Installation of the Above Equipment	\$
4.8.3.	ALTERNATE 2-MAINTENANCE	
4.8.3.1.	Maintenance-Year 1	\$
4.8.3.2.	Maintenance-Year 2	\$
4.8.3.3.	Maintenance-Year 3	\$
4.8.3.4.	Maintenance-Year 4	\$
4.8.3.5.	Maintenance-Year 5	\$
4.8.3.6.	TOTAL OF ALL MAINTENANCE	\$
4.8.4.	After Notice to Proceed is issued, work will begin on this project within _____ days.	
4.8.5.	Project will be completed within _____ working days after first day of work commencement.	
4.8.6.	Bidder should describe how the installation process will be completed with minimal down time:	

4.9.	<p>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.</p>
4.9.1.	<p>Authorized Representative (Sign By Hand): _____ Date: _____</p>
4.9.2.	<p>Print Name and Title of Authorized Representative _____</p>
4.10.	<p>If bidding equipment only, the bidder must state the delivery ARO: _____</p>

EXHIBIT A

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):

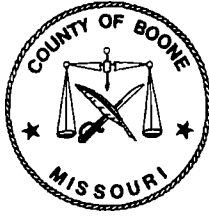
3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Senior Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. 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.

Boone County Purchasing
Heather Turner
Senior Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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 form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 55-09AUG07-Phone System

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

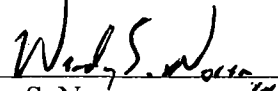
In the County Commission of said county, on the 14th day of August 20 07

the following, among other proceedings, were had, viz:

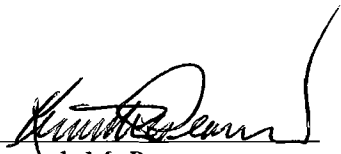
Now on this day the County Commission of the County of Boone does hereby award bid 14-29MAR07 – Photocopier to Ikon Office Solutions. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of August, 2007.

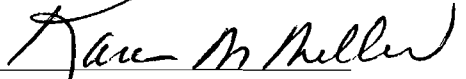
ATTEST:



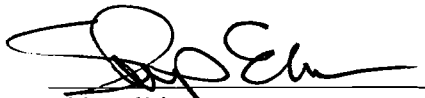
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
PHOTOCOPIER AND MAINTENANCE**

THIS AGREEMENT dated the 14th day of August 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ikon Office Solutions**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Photocopier and Maintenance**, bid number **14-29MAR07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Statement of Bidder's Qualifications, Attachment 1 - Vendor Information, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated March 29, 2007 executed by Chris Herter, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Statement of Bidder's Qualifications, Attachment 1 - Vendor Information, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Circuit Court Services – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201. One (1) Canon ImageRUNNER 4570 copier (\$4832.00) with the following Add Alternates: Large capacity paper deck, 2,500 sheets (\$1,391.00); Upgrade document feeder to 50 sheet capacity, unlimited collating and 2,200 sheet capacity (Included); Finisher with the capability to staple in top corner (\$735.00); and fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching, memory of 512MB RAM and 20GB HD (\$1,610.00) for an equipment and contract cost of Eight Thousand Five Hundred Sixty Eight Dollars (\$8,568.00).

Maintenance shall be provided for the copier for 150,000 copies per year. Maintenance shall be billed on a pro-rated basis beginning with copier delivery through December 31, 2007 and thereafter on a yearly basis for \$600.00. Overage shall be billed at a cost of \$0.004 per copy through year 2013 and \$0.0045 per copy for year 2014 and 2015. Equipment and service shall be provided as required in the bid specifications for the prices quoted. All supplies, excluding staples and paper shall be included in the above stated maintenance cost. Staples shall be billed at the rate of \$39.00 per box of 15,000 for the saddle stitch finisher and \$56.00 per box of 15,000 for the regular finisher and multi-position as stated in the bid response.

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 10 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Circuit Court Services office and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in

the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

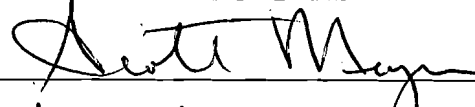
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

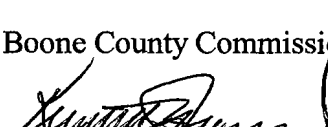
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

IKON OFFICE SOLUTIONS

by 
title Area Vice President

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:



County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

Signature June Patchford by  Date 8/21/2007 Appropriation Account 91000
~~1210/92000~~ - \$8,568.00

4. Response Form

4.1. Company Name: IKON OFFICE SOLUTIONS

4.2. Address: 1401 Forum Blvd Ste 202

4.3. City/Zip: COLUMBIA, MO 65203

4.4. Phone Number: 573 447-5308

4.5. Fax Number: 573 446-4777

4.6. E-Mail Address: ~~23-6334400~~ chherter@ikon.com

4.7. Federal Tax ID: 23-0334400

- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. Pricing

Unit Price

4.8.1. COPIER – Base copier per specifications in Section 2.3. \$ 4832⁰⁰

4.8.2. List any deviations to the original specifications:

50 Sheet Auto Doc. Feed

Unlimited collating

2200 sheet capacity

4.9. ADD Alternates for Copier

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.9.1. TIFF, PDF, Automatic PDL sensing and switching \$ 1610⁰⁰

Identify Memory Included 512MB RAM + 20GB HD

Identify Memory Expansion Capabilities —

4.9.2. Large Capacity Paper Deck \$ 1391⁰⁰

Please specify paper capacity 2500 sheets

Finishers

4.9.3. Finisher with the capability to staple in top corner (30 sheets) \$ 735⁰⁰

4.9.4. Finisher with the capability to staple in multiple positions \$ 1700⁰⁰

Finisher with the capability to staple in multiple positions and

4.9.5. equipped with a saddle finisher per section 2.4.6. \$ 2363⁰⁰

4.9.6. Puncher Unit capable of making 2 or 3 hole punches \$ 475⁰⁰

TOTAL OF ALL ADD ALTERNATES (Section 4.9.1.-4.9.6.) \$ 8274⁰⁰

4.10. Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.

Annual Number of Copies (Contract Year 1)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.1.	150,000	\$ 600. ⁰⁰	\$.004
4.10.2.	200,000	\$ 800. ⁰⁰	\$.004
4.10.3.	250,000	\$ 1000. ⁰⁰	\$.004
4.10.4.	300,000	\$ 1200. ⁰⁰	\$.004
Annual Number of Copies (Contract Year 2)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.5.	150,000	\$ 600 ⁻	\$.004
4.10.6.	200,000	\$ 800 ⁻	\$.004
4.10.7.	250,000	\$ 1000 ⁻	\$.004
4.10.8.	300,000	\$ 1200 ⁻	\$.004
Annual Number of Copies (Contract Year 3)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.9.	150,000	\$ 600 ⁻	\$.004
4.10.10.	200,000	\$ 800 ⁻	\$.004
4.10.11.	250,000	\$ 1000 ⁻	\$.004
4.10.12.	300,000	\$ 1200 ⁻	\$.004
Annual Number of Copies (Contract Year 4)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.13.	150,000	\$ 600 ⁻	\$.004
4.10.14.	200,000	\$ 800 ⁻	\$.004
4.10.15.	250,000	\$ 1000 ⁻	\$.004
4.10.16.	300,000	\$ 1200 ⁻	\$.004
Annual Number of Copies (Contract Year 5)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.17.	150,000	\$ 600 ⁻	\$.004
4.10.18.	200,000	\$ 800 ⁻	\$.004
4.10.19.	250,000	\$ 1000 ⁻	\$.004
4.10.20.	300,000	\$ 1200 ⁻	\$.004
Annual Number of Copies (Contract Year 6)		Annual Cost for Maintenance	Cost per Copy for Overage
4.10.21.	150,000	\$ 675 ⁻	\$.0045
4.10.22.	200,000	\$ 900 ⁻	\$.0045

4.10.23.	250,000	\$ <u>1125</u>	\$ <u>.0045</u>
4.10.24.	300,000	\$ <u>1350</u>	\$ <u>.0045</u>
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.10.25.	150,000	\$ <u>675</u>	\$ <u>.0045</u>
4.10.26.	200,000	\$ <u>900</u>	\$ <u>.0045</u>
4.10.27.	250,000	\$ <u>1125</u>	\$ <u>.0045</u>
4.10.28.	300,000	\$ <u>1350</u>	\$ <u>.0045</u>

Describe Warranty Features including Length and Features (Warranty to cover all components acquired at time of purchase)

4.11. 90 DAY WARRANTY ON PARTS + LABOR

4.12. Annual Copy Rating: 2,040,000

4.13. Warm Up Time: 10 seconds

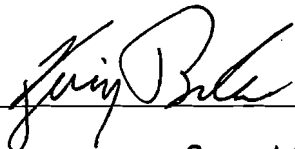
4.14. TRADE-IN INFORMATION – The County may choose to trade in the following machine. The County is trading the machine “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392.

4.14.1. Canon 6545, S/N NJF22639 current copy count 719,662 \$ 0

4.15. STAPLES – Please provide a fixed price below for staples.
Regular Finisher + Multi Position - \$56⁰⁰/Box of 15,000
\$ Saddle Stitch Finisher \$ 39⁰⁰/Box of 15,000

- 4.16. Items to Submit Along with Bid Response:
- Letter confirming bidder is an authorized service representative for machine bid.
 - Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
 - State of Bidder’s Qualifications
 - Attachment 1

4.17. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.17.1. Authorized Representative (Sign By Hand): 

4.17.2. Type or Print Signed Name: KEVIN BROOKS

4.17.3. Today’s Date: 3/29/07

4.18. 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

4.19. Delivery ARO: NET 10

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: 55 If not under present firm name, list previous firm names and types of organizations.

Alco Standard - Mirex Corporation

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
<u>Copiers</u>	<u>State of Missouri</u>	<u>2.5 mill</u>	
<u>Copiers</u>	<u>University of Missouri</u>	<u>1.5 mill</u>	
<u>Copiers</u>	<u>BJC</u>	<u>4.5 mill</u>	

3. General type of product sold and manufactured:

Copiers / Printers / Networking Solutions / Outsourcing

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: NONE

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

JP Morgan Securities, Inc. 227 W. Monroe Chicago, IL 312-571-4205

Bank of America 101 South Tryon Charlotte, NC 704-386-8720

PNC Bank 1600 Market St. Philadelphia, PA 215-585-7825

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes X No _____

Dated at _____

this 25 day of MARCH, 2007.

IKON OFFICE SOLUTIONS
Name of Organization(s)

By [Signature]
(Signature)

Area Manager
(Title of person signing)

ATTACHMENT 1
VENDOR INFORMATION

Bidders are requested to provide the following information

1. List all service center locations that will service Boone County equipment.

Columbia

2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

Nine

3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

Instructor led factory trained with hands on, troubleshooting, and testing required

4. State the years of experience of each service representative who will respond to service calls.

Mike Turner - 24	Micky Sommerer - 12	Mark Wieberg - 11
GREG Baker - 16	Gary Carroll - 11	Craig Fisher - 8
Scott Rakes - 22	Dennis Garber - 11	Lee Scroggins - 17

5. Describe the procedures to be used to contact service personnel.

Submitted via web or voicemail service request direct to technician

6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.

University of Missouri	Joetta Gross	882-5058
Boone Hospital Center	Darren Day	815-3798
City of Columbia	Melinda Pope	874-7375



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **14-29MAR07**
Commodity Title: **Photocopier**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MARCH 29, 2007**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, MARCH 29, 2007**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The 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. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental entity contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The initial purchase Term and Supply Contract period shall be from Date of Award through December 31, 2007. The maintenance agreement may be automatically renewed for up to an additional seven (7) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - 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 the Furnishing, Delivery, Installation, and Set-up of a Digital Multifunction Imaging System and Maintenance of said equipment, as detailed in the following specifications.
- 2.1.1. **Copier** – The new copier shall be delivered with two (2) containers of toner and/or developer when applicable. Cost of these supplies shall be included in the machine base bid price. Prices shall also include delivery, installation, set-up, and packing removal for each machine.
- 2.1.2. **Quantity – One (1)** – The copier will be purchased from the following configuration. Optional accessories have been included which may be added to the base unit at the time of purchase, or at a later date within the contract period. Therefore, bidders must provide separate pricing for the base unit and accessories.
- 2.2. **CONTRACT DURATION** - The initial purchase contract shall be effective from Date of Award through December 31, 2007. The maintenance portion of the contract is subject to renew annually for up to seven (7) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) 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 bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **COPIER:** Bids are requested for the following copier configuration.
- 2.3.1. **Minimum number of copies per minute: 45**
- 2.3.2. **Estimated Quantity (1)** – Base machine should meet the following technical specifications:
- 2.3.3. It is the County's preference to purchase an "all in one" unit digital copier and printer with local and network scanning capabilities. The bidder should submit with their bid response whether the copier bid is an "all in one" unit or a "console" unit. It should be noted that the base bid should reflect **copier only**. The intent of the base bid price is not to have the copier networked. The County wants to ensure the equipment bid has the capability of being networked either at the time of purchase or at a later date.
- 2.3.4. Paper Capacity – 2,000 Sheet
- 2.3.5. Copy Reservation – Allow storage of five (5) copy jobs in memory while current copy jobs are being processed.
- 2.3.6. Ability to copy sheets, books, and 3-D objects.
- 2.3.7. Collate – Must have a minimum 20-copy capacity collate function
- 2.3.8. Paper – Must accommodate statement sheet size to 11 x 17
- 2.3.9. Document Feeder – Automatic trayless duplexing and 30 sheet capacity
- 2.3.10. Multi-Sheet By-Pass Tray – 50 Sheet
- 2.3.11. Auto Shut-Off and reset
- 2.3.12. ID Code Capabilities
- 2.3.13. Reduction Enlargement 25% to 400% in 1% increments
- 2.3.14. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
- 2.3.15. Electronic/Rotation Sorting
- 2.3.16. Image Rotation
- 2.4. **ADD ALTERNATES FOR COPIER #2**
- 2.4.1. Fully networked copier with the following specifications:
- Image Server Network: 128 MB of RAM + 5.1 GB HDD. Bidder shall include memory

capacity as well as maximum capacity of RAM in their bid response.

- Copy/Scanning Resolution – 600 dpi x 600 dpi, 52 ipm
- Confidential Mail Boxes – Supports the creation of a minimum of 20 individual user mailboxes. Mailboxes can be used to accept scanned and printed data, permitting users to combine paper and electronic information.

2.4.1.1. Print Capability – PDLs: Adobe Postscripts 3, PCL6, TIFF, PDF, Automatic PDL sensing and switching.

2.4.1.2. The contractor shall fully train two (2) County Information Technology technicians with the installation and implementation of networking software. It will be the County's responsibility to install software on all workstations and install any wiring and/or cabling required for networking the digital copier.

2.4.2. Paper Deck – Minimum 3,000-sheet letter size accommodating paper weight 17lb bond to 20lb bond

2.4.3. Upgrade Document Feeder with 50 sheet capacity

Finishers

2.4.4. Finisher with the capability to staple in top corner (30 sheets).

2.4.5. Finisher with the capability to staple in multiple positions.

2.4.6. Finisher with the capability to staple in multiple positions and equipped with saddle finisher.

- Specs – Two (2) trays; top tray holds 1,000 sheets (letter) and lower tray holds 1,000 sheets (letter). Saddle stitch tray holds 300 sheets. Stapler able to position one in corner and two in side margin with the capacity of 50 sheets (letter). Saddle stitch capacity of 15 sheets, V-folding.

2.4.7. Puncher Unit capable to make 2 or 3 hole punches with paper weight up to 110 lb index.

2.5. **TRADE-IN INFORMATION** – The County may choose to trade-in the following machine. The County is trading the machine “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392.

2.5.1. Canon 6545, S/N NJF22639 current copy count 719,662 located in the Adult Court Services Office.

2.6. **MAINTENANCE**

2.6.1. The County intends to purchase an additional seven (7) year maintenance contract. The Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by using department and found to be necessary by the service representative to maintain the equipment in optimum operating condition. County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The successful bidder's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders must submit a letter of authorization with the bid.** Bidders must guarantee that all parts used are manufacturer approved parts and equipment.

2.6.2. **Additional Maintenance and Supply Contract Terms** - The contractor shall be responsible for providing all service and supplies as may be required to maintain the equipment in good working condition. Service/maintenance cost is based on the estimated annual cost for maintenance specified on the pricing page plus any applicable overage charges. Maintenance contracts will be billed annually in January for the period January through December. If vendors are required to provide an annual cost increase for said service, percentage increases are not acceptable. The anticipated maximum percentage increase must be submitted in the form of a dollar amount for each year. Please feel free to use an additional sheet if enough room is not provided in Section 4 of this request.

2.6.3. **Service/Supply agreements shall include, but not be limited to, the following:**

2.6.3.1. All routine preventive maintenance service calls and/or addition of developer as well as regular inspection service calls. Each regularly scheduled preventive maintenance call shall include a

complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear.

- 2.6.3.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
- 2.6.3.3. Emergency service calls
- 2.6.3.4. The Contractor's on-site maintenance shall include all labor, mileage, travel time, and all replacement parts necessary to maintain said equipment in optimum operating condition for service calls listed above to County location of equipment. All replacement parts include but are not limited to: drum, fuser rollers, oil, cleaning blades, and any accessories such as auto document feeder, stapler, sorters, etc.
- 2.6.4. All Supplies, excluding paper and staples, necessary for operation of the equipment including, but not limited to, toner, developer shall be included in the maintenance cost. The County will assume responsibility for installing paper and staples in the copier. The installation of all other supplies will be the responsibility of the contractor. Supplies must be provided in sufficient quantities to prevent down time.
- 2.6.5. The contractor shall have at least one service manager and one service technician duly trained by the manufacturer and authorized in the repair of the items offered for bid. A manufacturer's statement should be included as verification of training. The Bidder must provide the following information relating to the provision of maintenance service as listed in ATTACHMENT 1 and include in the bidder's response.
- 2.6.6. The County's expectation is that equipment furnished shall be maintained in a high quality state of operation at all times. Equipment repeatedly requiring service calls in excess of two times per preventive maintenance cycle shall be deemed to be unacceptable.
- 2.6.7. The Contractor shall agree and understand that the County reserves the right to cancel maintenance on any equipment owned by the County, at no additional cost to the county. Such notification shall be provided, in writing, within thirty (30) days prior to the cancellation date.
- 2.6.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.

2.7. WARRANTY AND GUARANTEE

- 2.7.1. Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.7.2. Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the county, unless otherwise specified.
- 2.7.3. Like for Like: Like for like trade agreement throughout the entire term of the seven (7) year maintenance or warranty at no cost to the County. In the event that the equipment experience excessive down time or fails to maintain acceptable quality standards, Contractor will replace the equipment with that of equal or greater quality.

2.8. ADDITIONAL CONTRACTOR REQUIREMENTS

- 2.8.1. Contractor shall provide and install equipment that meets or exceed the specifications contained in this bid.
- 2.8.2. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.
- 2.8.3. The Contractor shall not substitute any equipment without the prior written approval of the Boone County Director of Purchasing.
- 2.8.4. The County reserves the right to allow the Contractor to substitute any new equipment offered by the Contractor on all unshipped and future orders if the equipment capabilities are equal to, or greater than the contract equipment. The Director of Purchasing shall be the final authority as to acceptability.
- 2.8.5. In the event of manufacturer discontinuation, the Contractor shall substitute equipment with equal or better capabilities for the same or less cost than the discontinued equipment. The contractor shall not substitute any equipment without the prior written approval of the Boone County

Purchasing Director. The Boone County Purchasing Director shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

- 2.8.6. The Contractor shall be responsible for replacing any items received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional/damaged equipment to the Contractor for replacement.
- 2.8.7. The Contractor must pass along all price reductions offered by the manufacturer or dealer during the contract period to the County. Such notice shall be given within ten days after issuance. The lower prices shall apply on all unshipped orders from the date of the price reduction.
- 2.8.8. The Contractor must function as the single point of contact for the County regardless of any subcontract arrangements for maintenance services. This shall include assuming responsibility and liabilities for all problems relating to all products and services provided.
- 2.8.9. The Contractor must supply the user documentation/operating manuals necessary to install, operate and maintain the products provided.
- 2.8.10. Contractor must provide on-site training for each installation for all primary and back-up operators. The County may require additional training sessions if the copier will have multiple users.
- 2.9. **ELECTRICAL REQUIREMENTS**
- 2.9.1. The County expects all equipment furnished under the terms of a purchase agreement to operate on standard building current. Bidders may make an appointment with the Facilities Maintenance Manger prior to the scheduled bid closing to test the current at the potential equipment location, to determine if their equipment will operate successfully.
- 2.10. **NETWORK REQUIREMENTS**
- 2.10.1. Bidders must include, for the Networking Add Alternate, optimal accessories necessary for complete and fully operational, TCP/IP network connections as well as software to enable the device to be used as a printer.
- 2.10.2. Equipment must be certified and compatible with a minimum:
 - Windows 98/NT/2000/XP, Novell Netware 5.0, Novell Netware 5.1. Driver software must be provided for the supported Desktop and Network operating systems. Ethernet, IPX and TCP/IP Protocol Support
- 2.11. **PRINT CAPABILITIES**
- 2.11.1. Print Submission Tools: Equipment should have capabilities of the TIFF/PDF submission tool which provides direct submission of TIFF and PDF files from Windows 2000/NT 4.0/98/05. Bidders must state their capabilities for this submission tool.
- 2.11.2. Fonts (Bidder should state what is provided in bid response):
 - PostScript 3: 176 Adobe Postscript Type 1 fonts
 - PCL6: Micro Type Fonts
 - PostScript Emulation
- 2.11.3. Job Submission of Print-Ready Files:
 - Post Script, PCL, TIFF, PDF ASCII
- 2.11.4. Browsers:
 - Netscape Navigator 4.x
 - Netscape Communicator 4.5/4.6
 - Microsoft Internet explorer 4.x, 5.x and 6.x
- 2.11.5. Print Management Support:
 - SSNMP Version 1 and SNMP Version 2c traps
 - MIB access (IETF-MIB II RFC 1213, Host Resources MIB RFC 1514
 - Printer MIB RFC 1759
 - Edge-to-edge Printing Support
- 2.11.6. Scan Destinations (Bidders should state any additional scanning capabilities for the equipment quoted):
 - Scan to Network
 - Scan to PC Desktop

- Scan to Application (workflow, EDMS)
- Scan to Microsoft exchange Public Folders

- 2.12. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.12.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.12.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.
- 2.12.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.12.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.12.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. 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 project.

- 2.12.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.13. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.14. **FINANCIAL EVALUATION OF BID**
- 2.14.1. **Basis of Evaluation** – Evaluation of pricing shall be based on the combined life cycle cost of the equipment and maintenance for a seven (7) year period, which includes the lowest total cost of the copy machines, listed accessories, 7-year maintenance and networking items (if applicable), meeting the specifications.
- 2.14.2. **Service and Maintenance** – The annual cost for maintenance as determined by each department’s estimated annual usage will determine the annual service/maintenance cost. The total seven-year cost will be considered a part of the evaluation.
- 2.14.3. **Evaluation of Equipment** – At the option of the County, any bidder may be required to furnish a demonstration or trial run of equipment bid to determine quality of copies produced, ease of use, dependability of the equipment, and compliance with the specifications. If required, the County may test the equipment for a maximum of 10,000 copies or 2 weeks, whichever comes first. The bidder must make equipment and technical staff available for on-site testing by the County. All costs, including transportation, associated with the evaluation shall be borne by the bidder.
- 2.15. **AWARD OF CONTRACT**
- 2.15.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of 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.
- 2.15.2. If the bidder’s response is based on an “all or none” award in any manner, this must be clearly stated on the bid form.
- 2.16. **DEVIATIONS** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer’s construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

- 2.17. **DESIGNEE** – Adult Court Services, Attn: Pete Bakutes, 705 E. Walnut, Columbia, MO 65201.
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.19. **DELIVERY/INSTALLATION** - Firm delivery and installation schedules are essential in the performance of the contract to be awarded hereunder. Bidders shall set forth in their bid the number of days in which delivery and installation will be fully complete in strict accordance with the specifications. A timely delivery schedule with an immediate installation and training schedule shall be stated on the Response Page. Delivery date should be within **thirty days** from date of purchase order. If the bidder does not set forth a date of completion in their bid, their bid is subject to rejection.
- Note: Contractor shall not ship or install equipment without a properly executed purchase order.
- 2.19.1. **Delivery Location** – Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201.
- 2.19.2. **Delivery Terms:** FOB Destination with Inside Delivery to designated room. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.20. **COMPLETE DESCRIPTIVE LITERATURE** – Bidders proposing to furnish items must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.21. **INVOICES** - The County's purchase order number must appear on the invoice. Invoices should be submitted to the appropriate designee as awarded.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **Note: Bid Submission and Bid Opening times are different. NO EXCEPTIONS.** We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-Mail Address:

4.7. Federal Tax ID:

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. Pricing

Unit Price

4.8.1. COPIER – Base copier per specifications in Section 2.3. \$ _____

4.8.2. List any deviations to the original specifications:

4.9. ADD Alternates for Copier

Fully networked copier with scanning capabilities per section 2.4.1. and Print Capability including PDLs Adobe Postscripts 3, PCL6,

4.9.1. TIFF, PDF, Automatic PDL sensing and switching \$ _____

Identify Memory Included _____

Identify Memory Expansion Capabilities _____

4.9.2. Large Capacity Paper Deck \$ _____

Please specify paper capacity _____

Finishers

4.9.3. Finisher with the capability to staple in top corner (30 sheets) \$ _____

4.9.4. Finisher with the capability to staple in multiple positions \$ _____

Finisher with the capability to staple in multiple positions and

4.9.5. equipped with a saddle finisher per section 2.4.6. \$ _____

4.9.6. Puncher Unit capable of making 2 or 3 hole punches \$ _____

TOTAL OF ALL ADD ALTERNATES (Section 4.9.1.-4.9.6.) \$ _____

Annual Maintenance Cost-Bidder must include all supplies (except for paper and staples) and must provide fixed prices in the blanks below. Percentage increases are not acceptable.

4.10.

Annual Number of Copies
(Contract Year 1)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.1. 150,000 \$ _____ \$ _____

4.10.2. 200,000 \$ _____ \$ _____

4.10.3. 250,000 \$ _____ \$ _____

4.10.4. 300,000 \$ _____ \$ _____

Annual Number of Copies
(Contract Year 2)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.5. 150,000 \$ _____ \$ _____

4.10.6. 200,000 \$ _____ \$ _____

4.10.7. 250,000 \$ _____ \$ _____

4.10.8. 300,000 \$ _____ \$ _____

Annual Number of Copies
(Contract Year 3)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.9. 150,000 \$ _____ \$ _____

4.10.10. 200,000 \$ _____ \$ _____

4.10.11. 250,000 \$ _____ \$ _____

4.10.12. 300,000 \$ _____ \$ _____

Annual Number of Copies
(Contract Year 4)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.13. 150,000 \$ _____ \$ _____

4.10.14. 200,000 \$ _____ \$ _____

4.10.15. 250,000 \$ _____ \$ _____

4.10.16. 300,000 \$ _____ \$ _____

Annual Number of Copies
(Contract Year 5)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.17. 150,000 \$ _____ \$ _____

4.10.18. 200,000 \$ _____ \$ _____

4.10.19. 250,000 \$ _____ \$ _____

4.10.20. 300,000 \$ _____ \$ _____

Annual Number of Copies
(Contract Year 6)

Annual Cost for Maintenance

Cost per Copy for Overage

4.10.21. 150,000 \$ _____ \$ _____

4.10.22. 200,000 \$ _____ \$ _____

4.10.23.	250,000	\$ _____	\$ _____
4.10.24.	300,000	\$ _____	\$ _____
	Annual Number of Copies (Contract Year 7)	Annual Cost for Maintenance	Cost per Copy for Overage
4.10.25.	150,000	\$ _____	\$ _____
4.10.26.	200,000	\$ _____	\$ _____
4.10.27.	250,000	\$ _____	\$ _____
4.10.28.	300,000	\$ _____	\$ _____

Describe Warranty Features including Length and Features (Warranty to cover all components

4.11. acquired at time of purchase)

4.12. **Annual Copy Rating:** _____

4.13. **Warm Up Time:** _____

4.14. **TRADE-IN INFORMATION** – The County may choose to trade in the following machine. The County is trading the machine “as is” and does not take any responsibility for operating performance. If you wish to assess the equipment, please contact Heather Turner at 573-886-4392.

4.14.1. Canon 6545, S/N NJF22639 current copy count 719,662 \$ _____

4.15. **STAPLES** – Please provide a fixed price below for staples.

\$ _____

4.16. **Items to Submit Along with Bid Response:**

- Letter confirming bidder is an authorized service representative for machine bid.
- Manufacturer statement verifying training of manager and technician as stated in Section 2.8.5.
- State of Bidder’s Qualifications
- Attachment 1

4.17. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.17.1. Authorized Representative (Sign By Hand):

4.17.2. Type or Print Signed Name:

4.17.3. Today’s Date: _____

4.18. 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

4.19. Delivery ARO: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____

No _____

Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

ATTACHMENT 1
VENDOR INFORMATION

Bidders are requested to provide the following information

1. List all service center locations that will service Boone County equipment.

2. Indicate the number of service representatives that are trained on the equipment proposed and will be responding to the service calls.

3. Describe the technical training of the service representatives. (i.e. factory school trained, factory audio-visual trained, dealer trained, etc.).

4. State the years of experience of each service representative who will respond to service calls.

5. Describe the procedures to be used to contact service personnel.

6. Please list three public entities with contact name and telephone numbers for whom you have provided similar equipment.



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392– Fax: (573) 886-4390

“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 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.

Bid: 14-29MAR07 Photocopier

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 07

In the County Commission of said county, on the

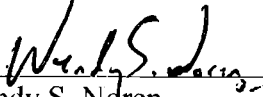
14th day of August 20 07

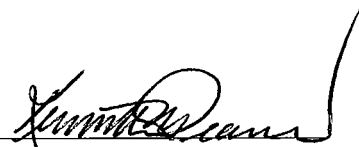
the following, among other proceedings, were had, viz:

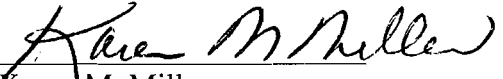
Now on this day the County Commission of the County of Boone does hereby approve the disposal of surplus items as described in the attached memorandum.

Done this 14th day of August, 2007.

ATTEST


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner