



Boone County Purchasing
601 E. Walnut St, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing
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Bid Data

Bid Number: **42-09DEC08**
Commodity Title: **Photocopier**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, December 9, 2008**
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: **TUESDAY, December 9, 2008**
Time: **10:30 A.M. Central Time**
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
Statement of Bidder's Qualifications
Attachment 1 **Vendor Information**
Standard Terms and Conditions
"NO BID" Response Form

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, 2009. 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. The initial purchase is for the Circuit Clerk's office, but additional photocopiers with maintenance may be ordered as needed during the contract term.
- 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, 2009. 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 six 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: Image Runner 5055 or equivalent.** Bids are requested for the following copier configuration.
- 2.3.1. **Minimum number of copies per minute: 50 sheets on 8.5 x 11 paper**
- 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. 4000 sheet staple finisher with the capability to staple in multiple positions
- 2.3.5. 2 to 3 hole punch capability
- 2.3.6. Minimum of 4100 sheet paper capacity total
- 2.3.7. Single pass duplexing
- 2.3.8. 100 sheet document feeder
- 2.3.9. Minimum of 20 GB hard drive
- 2.3.10. Paper- Must accommodate sheet sizes to 11 x 17 in size and paper weight to handle up to 110 lb. index that can be entered thru top loader.
- 2.3.11. Auto shut-off and reset
- 2.3.12. Reduction and Enlargement capabilities
- 2.3.13. Minimum of 50 sheet by pass tray
- 2.3.14. Pricing needs to include standard surge protector
- 2.3.15. Copy Reservations- allow storage of jobs in memory, while current jobs are being processed

- 2.3.16. Printing resolution minimum of -600dpi x 600 dpi
- 2.3.17. Printing Resolution – 600 dpi x 600 dpi; 2400 dpi x 600 dpi Interpolated
- 2.4. **ADD ALTERNATES FOR COPIER #2**
- 2.4.1. Fully networked copier with the following minimum 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
- 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.
- 2.5. **TRADE-IN INFORMATION** – The County may choose to trade-in a machine with future orders. Please state on Response Page if you will offer a trade price at time of order. The County will be trading machines “as is” and does not take any responsibility for operating performance.
- 2.6. **MAINTENANCE**
- 2.6.1. The County may 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, toner, parts, labor, travel time 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 two 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** – Circuit Clerk, Attn: Rosa Dietiker, 705 E. Walnut St., Columbia, MO 65201.

- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, CPPB, Director, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391 Fax (573) 886-4390, E-mail: mbobbitt@boonecountymmo.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, Circuit Clerk, 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	\$ _____
4.9.5. Finisher with the capability to staple in multiple positions and 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.)	\$ _____

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	\$ _____	\$ _____
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 acquired at time of purchase)

4.11. _____

4.12. **Annual Copy Rating:** _____

4.13. **Warm Up Time:** _____

4.14. **TRADE-IN INFORMATION** – The County may choose to trade-in a machine with future orders. Please state on Response Page if you will offer a trade price at time of order. The County will be trading machines “as is” and does not take any responsibility for operating performance.
 ___ Yes ___ No

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 within.
- 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 Completed	Purchaser	Amount of Contract	Percent

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 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – 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.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 – 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: 42-09DEC08 - Photocopier

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

