



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymmo.org

Bid Data

Bid Number: **03-22FEB11**

Commodity Title: **Photocopier Maintenance**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – February 22, 2011**

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 – February 22, 2011**

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
Work Authorization Certification
“No Bid” Response Form**

2. **Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the furnishing of **photocopier maintenance for Canon copiers**, for County of Boone – Missouri, as detailed in the following specifications.
- 2.1.1. **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 bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their 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 County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** Boone County over the years has purchased several Canon copiers with maintenance. The County has experience problems in the past with vendor(s) automatically escalating our maintenance each year without following our contract. We are seeking a maintenance provider that will be able to handle decentralized billing (to the office/department where the actual copier is located at the County) and that is capable of billing the correct contract maintenance amount each year for the following copiers:

Location: IV-D (PA) – Child Support Enforcement, Barbara Morris, 705 E. Walnut St., Columbia, MO 65201. Phone: (573) 886-4126
Copier: Canon IR 3030
Current Copy Count: 66,935
Serial #: MUF08874/C10032390
Original Purchase Date: 5/21/08
Anticipated Copies Per Year: 25,000

Location: Assessor – Jacki Davidson, 801 E. Walnut St., Room 143, Columbia, MO 65201. Phone: (573) 886-4270
Copier: Canon IR 5000
Current Copy Count: 364,107
Serial #: MPL79956/ C10011108
Original Purchase Date: 5/24/05
Anticipated Copies Per Year: 100,000

- 2.3. **GENERAL REQUIREMENTS:**
- 2.3.1. **CONTRACT PERIOD** - The initial contract period shall be for fiscal year 2011, ending **December 31, 2011**. The maintenance agreement may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing. The County may adjust annual copies at renewal time.
- 2.3.2. 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.
- 2.3.3. Responding bidders must be authorized service representatives for their submitted bid machine make and models. **Bidders should submit a letter of authorization with the bid.**
- 2.3.4. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.
- 2.3.5. **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 should be billed annually in January for the period January through December. Any overage shall be billed

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- 2.2. **BACKGROUND INFORMATION:** Boone County over the years has purchased several Canon copiers with maintenance from Ikon Office Solutions of Columbia, Missouri. Each year, Ikon automatically escalates our maintenance invoices and bills us the incorrect contracted price. We are seeking a maintenance provider that will be able to handle decentralized billing (to the office/department where the actual copier is located at the County) and that is capable of billing the correct contract maintenance amount each year for the following copiers:

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in arrears at the end of the fiscal year. 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 on the *Response Form*.

- 2.3.6. **Service/Supply agreements shall include, but not be limited to, the following:**
- 2.3.6.1. 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.
- 2.3.6.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.
- 2.3.6.3. Emergency service calls
- 2.3.6.4. 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.
- 2.3.6.5. 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.
- 2.3.6.6. 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.
- 2.3.7. 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.
- 2.3.8. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.
- 2.4. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.4.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's 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.
- 2.4.2. **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 and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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 \$2,000,000.00 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.

- 2.4.3. **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.
- 2.4.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.4.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5. **If an inspection of the current copier is required, please contact the County Representative's name listed under paragraph 2.2 as soon as possible.**
- 2.6. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; E-mail: Mbobbitt@boonecountymo.org.
- 2.7. **Bids will be accepted by U.S. Mail, fax or e-mail. Please fax to (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org. Please call (573) 886-4391 to confirm the County's receipt of your quote.** Bids may be mailed to: Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201.
- 2.8. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.

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 here. Failure to adhere to all requirements may result in 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."
- 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. **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 bid number and the due date and time.
 - 3.2.2. **Advice of Award** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 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** - 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 our use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
 - 3.5.4. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

4.7. 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, FOB Destination, which has 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.

4.7.1. Authorized Representative (Sign By Hand): _____

4.7.2. Type or Print Signed Name: _____

4.7.3. Today's Date: _____

4.8.	Description	Annual Copies	Annual Maintenance Cost	Overage – Cost Per Copy
4.8.1.	IV-D (PA) – Child Support Enforcement			
4.8.1.1.	IR3030 – fiscal year 2011	25,000	\$	\$
	IR3030 – fiscal year 2012	25,000	\$	\$
	IR3030 – fiscal year 2013	25,000	\$	\$
	IR3030 – fiscal year 2014	25,000	\$	\$
	IR3030 – fiscal year 2015	25,000	\$	\$
4.8.2.	Assessor			
4.8.3.2.	Canon IR 5000 – fiscal year 2011	100,000	\$	\$
	Canon IR 5000 – fiscal year 2012	100,000	\$	\$
	Canon IR 5000 – fiscal year 2013	100,000	\$	\$
	Canon IR 5000 – fiscal year 2014	100,000	\$	\$
	Canon IR 5000 – fiscal year 2015	100,000	\$	\$

[Redacted box]

4.9. Describe any deviations from bid specifications:



Boone County Purchasing

601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 - Fax (573) 886-4390

Standard Terms and Conditions

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. 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.

(Please complete and return with Bid Response)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (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>

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

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)
)ss
State of _____)

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

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

_____ Date
Affiant

_____ Printed Name

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

Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.



"No Bid" Response Form

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

Melinda Bobbitt, CPPB, Director
(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: 03-22FEB11 – Photocopier Maintenance

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

