

COUNTY OF BOONE – MISSOURI



**REQUEST FOR PROPOSAL
FOR
CANON PHOTOCOPIER MAINTENANCE**

RFP # 11-14MAR13
Release Date: [February 20, 2013](#)

Submittal Deadline:
March 14, 2013
not later than 11:00 a.m. Central Time
Location: Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

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

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



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 11-14MAR13 – Canon Photocopier Maintenance

Sealed proposals will be accepted until **11:00 a.m. on Thursday, March 14, 2013** in the Boone County Purchasing Office, Room 110, 613 E. Ash Street, Columbia, MO 65201.

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

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Friday, February 22, 2013
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 11:00 A.M., Central Time, on Thursday, March 14, 2013** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201

- b) The County will not accept any proposals received after 11:00 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and ten (10) copies of the proposal (total of eleven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for **11-14MAR13 – Canon Photocopier Maintenance** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Contract Terms and Conditions for Awarded Contractor
 - 5) Proposal Submission Information
 - 6) Response/Pricing Page
 - 7) Work Authorization Certification
 - 8) Debarment Certification
 - 9) Standard Terms and Conditions
 - 10) Prior Experience
 - 11) “No Bid” Response Form

2.2. Guideline for Written Questions:

- 2.2.1 **All questions** regarding this Request for Proposal should be submitted in writing no later than **1:00 p.m., March 7, 2013**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities).

Submit questions to:

- a. Melinda Bobbitt, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org
- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3. Insurance Requirements: The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

2.3.1. 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.

2.3.2. **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.

2.3.3. **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.

2.3.4. **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.

2.3.5. **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. Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, 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.

2.5. Work Authorization Certification - Employment of Unauthorized Aliens Prohibited

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.6. Offeror must clearly state in writing any restrictions or deviations from the specifications stated within this Request for Proposal. In the absence of such statement, the County will assume that all service offered is in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

2.7. Billing and Payment: All invoices must be submitted to the Boone County office where the equipment is located. Payment will be made within 30 days after receipt of a correct and valid invoice. Purchase Order number should appear on invoice.



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified Offerors to provide **Photocopier Maintenance for Canon copiers located in various Boone County offices: Clerk (2), Prosecuting Attorney (1), Public Administrator (1), Circuit Court Administration (1), Circuit Court Services (1), Recorder (2), Sheriff (2), Treasurer (1)** located in Columbia, Missouri.

Offerors may bid maintenance for existing copiers or are welcome to creatively provide alternate solutions (i.e. lease to own on new copiers, replacement used copiers, etc).

3.2. Background Information:

3.2.1. The County has eleven (11) Canon brand photocopiers located at various offices that are currently being maintained by Ricoh Americas Corporation (RicoH). Ricoh has notified the County that they can no longer provide maintenance after April 30, 2013.

3.2.3. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com>

3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3. Scope of Services:

3.3.1. The County is seeking maintenance on the following equipment:

3.3.1.1. Copier –Boone County Clerk / Elections – (Asset Tag # 16232)

Copier: Canon Image Runner 6570

Location: Boone County Clerk, Elections & Registration, Arthur Auer, 801 E. Walnut Street, Room 236, Columbia, MO 65201

Included with Copier: large capacity paper deck, finisher with stapler, puncher unit for 2 & 3 hole punch, print/scan network card & memory

Current Copy Count: 1,988,273

Serial #: Serial #SLP17286 / C10022507

Original Purchase Date: 5/16/2007

Anticipated Copies Per Year: 200,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.2. Copier –Boone County Clerk – (Asset Tag # 16574)

Copier: Canon Image Runner 5065

Location: Boone County Clerk, Diane Buchmann, 801 E. Walnut Street, Room 236, Columbia, MO 65201

Included with Copier: large capacity paper deck, finisher with stapler, puncher unit for 2 & 3 hole punch, print/scan network card & memory

Current Copy Count: 1,191,075

Serial #: Serial # CHV03101 / C10031336

Original Purchase Date: 6/18/2008

Anticipated Copies Per Year: 200,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.3. Copier –Boone County Prosecuting Attorney – (Asset Tag # 15627)

Copier: Canon Image Runner 5570

Location: Boone County Prosecuting Attorney, Bonnie Adkins, Boone County Courthouse, 705 E. Walnut Street, Columbia, MO 65201

Included with Copier: fully networked,, finisher with stapler and saddle finisher, puncher unit for 2 & 3 hole punch, fax

Current Copy Count: 2,013,747

Serial #: Serial # SLQ22891 / C10018317

Original Purchase Date: 7/13/2006

Anticipated Copies Per Year: 350,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.4. Copier –Boone County Public Administrator – (Asset Tag #15531)

Copier: Canon Image Runner 2270

Location: Boone County Public Administrator, Ginger Scalise, Boone County Courthouse, 705 E. Walnut Street, Columbia, MO 65201

Included with Copier: network capabilities

Current Copy Count: 282,369

Serial #: Serial # SLH08538 / C10016340

Original Purchase Date: 3/22/2006

Anticipated Copies Per Year: 36,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.5. Copier –Circuit Court Administration – Judge’s Office – (Asset Tag #15622)

Copier: Canon Image Runner 4570

Location: Court Administration / Judge’s Office, Diana Vaughan, County Courthouse, 705 E. Walnut Street, Columbia, MO 65201

Included with Copier: large capacity paper deck, upgrade document feeder to 50 sheet capacity, finisher with stapler, puncher unit for 2 & 3 hole punch, network kit

Current Copy Count: 819,633

Serial #: Serial # SKU21393 / C10018167

Original Purchase Date: 6/29/2006

Anticipated Copies Per Year: 200,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.6. Copier –Circuit Court Services – (Asset Tag #16370)

Copier: Canon Image Runner 3045

Location: Circuit Court Services, Brandon Walker, County Courthouse, 705 E. Walnut Street, Columbia, MO 65201

Included with Copier: large capacity paper deck, upgrade document feeder to 50 sheet capacity, finisher with stapler
network kit

Current Copy Count: 625,611

Serial #: Serial # MUY03578 / C10026303

Original Purchase Date: 10/4/2007

Anticipated Copies Per Year: 150,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.7. Copier –Boone County Recorder – (Asset Tag #16572)

Copier: Canon Image Runner 5065

Location: Boone County Recorder, Nora Dietzel, 801 E. Walnut Street, Room 132, Columbia, MO 65201

Included with Copier: large capacity paper decks, finishers with stapler, puncher unit, print/scan network card & memory.

Current Copy Count: 880,899

Serial #: Serial # CHV01288 / C10031473

Original Purchase Date: 6/25/2008

Anticipated Copies Per Year: 200,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.8. Copier –Boone County Recorder – (Asset Tag #16573)

Copier: Canon Image Runner 5065

Location: Boone County Recorder, Nora Dietzel, 801 E. Walnut Street, Room 132, Columbia, MO 65201

Included with Copier: large capacity paper decks, finishers with stapler, puncher unit, print/scan network card & memory.

Current Copy Count: 1,192,067

Serial #: Serial # CHV02179 / C10031477

Original Purchase Date: 6/25/2008

Anticipated Copies Per Year: 300,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.9. Copier –Sheriff – Information Center (Asset Tag #15017)

Copier: Canon Image Runner 3570

Location: Boone County Sheriff, Attn: Leasa Quick, 2121 E. County Drive, Columbia, MO 65202

Included with Copier: large capacity paper deck, finishers with stapler.

Current Copy Count: 723,901

Serial #: Serial # C10061419

Original Purchase Date: 12/31/2007

Anticipated Copies Per Year: 150,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.10. Copier – Sheriff – Administration (Asset Tag #15018)

Copier: Canon Image Runner 5000

Location: Boone County Sheriff, Attn: Leasa Quick, 2121 E. County Drive, Columbia, MO 65202

Included with Copier: large capacity paper deck, finishers with stapler, puncher unit.

Current Copy Count: 1,579,972

Serial #: Serial # MPL76613 / C10010613

Original Purchase Date: 10/25/2005

Anticipated Copies Per Year: 230,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.3.1.11. Copier – Boone County Treasurer (Asset Tag #16682)

Copier: Canon Image Runner 3045

Location: Boone County Treasurer, Attn: Nicole Galloway, 801 E. Walnut, Room 205, Columbia, MO 65201

Included with Copier: large capacity paper decks, finishers with stapler, print/scan network card & memory.

Current Copy Count: 107,952

Serial #: Serial # MUY13837 / C10032687

Original Purchase Date: 9/3/2008

Anticipated Copies Per Year: 35,000

Current Maintenance Provider from original equipment purchase: Ricoh Americas Corporation

3.4. Maintenance

3.4.1. 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.

3.4.2. 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.

3.4.3. Bidders must guarantee that all parts used are manufacturer approved parts and equipment.

3.4.4. 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 prior to January 1 for the period January through December. Any overage shall be billed 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*.

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

3.4.5.1. 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.

3.4.5.2. "Special service calls" (service calls made between the regularly scheduled routine preventative maintenance calls and regular inspection service calls) requested by the County.

3.4.5.3. Emergency service calls

3.4.5.4. 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, staples, cleaning blades, toner, parts, labor, travel time and any accessories such as auto document feeder, stapler, sorters, etc.

3.4.5.5. All Supplies, excluding paper, necessary for operation of the equipment including, but not limited to toner and 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.

3.4.5.6. 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.

3.4.6. 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.

3.4.7. Contractor shall provide, with each machine, an on-site service log. This log shall be updated each time service is performed on the machine.

3.5. Offerors are welcome to provide a solution other than providing maintenance to our existing Canon copiers (i.e. lease to own on new copiers, replacement used copiers, etc). The County



4.0. CONTRACT TERMS AND CONDITIONS FOR AWARDED CONTRACTOR

4.1. **Contract Period:** The initial contract period shall be for the period **May 1, 2013 through December 31, 2013**. The maintenance agreement may be renewed in writing by the County for up to an additional **four (4) one-year periods** for the prices quoted within the Bidder's response to this bid. The County may adjust annual copies at renewal time or may cancel copier maintenance at any time due to purchasing a new photocopier. The County will provide the Contractor with a 30 day notice if canceling the copier maintenance.

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

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

4.3.1. County may provide Contractor with a 30 day notice of cancellation of maintenance at any time.

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

4.5. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

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

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

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

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

4.10. Contractor shall provide service that meets or exceeds the specifications contained in this RFP.

4.11. Attached Standard Terms and Conditions for Contracts shall apply to the contract award.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and ten (10) additional copies**.

a. The Offeror shall submit the proposal to:

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

b. The proposal responses must be delivered no later than **11:00 a.m. on March 14, 2013**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

- a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
- c. The Proposal must, at a minimum, address all mandatory and desired services. Responses shall fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

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

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

5.1.3.1. Boone County will select an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

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

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

5.1.4. Evaluation:

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.1.4.2. The Offeror should provide the following information related to previous and current contracts of the Offeror's organization and any proposed subcontractors which are

similar to the requirements of this RFP (This information may be shown on the reference form attached to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates and locations of the service/contract; and
 - c. A brief, written description of the specific equipment installed and prior services performed and requirements thereof.
- 5.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 5.1.4.4. Offeror must state if they are an authorized service representative for equipment proposed. Offeror shall provide a list of qualifications of the Offeror and/or the staff of the Offeror's organization who will be involved in providing service (if applicable). List shall include number of certified technicians.
- 5.1.4.5. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 5.1.4.6. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.7. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question may possess minimal impact on the Offeror's final response rating.
- 5.1.4.8. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of the County.

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

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

5.1.7. Bidding Indemnification

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

5.1.8. Proposal Response Expense

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



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

Pricing – The County is providing this Response Form for summarized pricing. Please attach a more detailed listing if proposing a different solution than maintaining the list of existing copiers detailed below. Fee proposal shall include full itemized pricing information.

6.0.	Description	Annual Copies	Annual Maintenance Cost	Overage – Cost Per Copy
6.1.	Copier – Canon Image Runner 6570: Boone County Clerk (Elections & Registration), Asset Tag 16232, Serial # SLP17286 / C10022507			
	IR6570 – 5/1/13 – 12/31/13	200,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	200,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	200,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	200,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	200,000	\$	\$
6.2.	Copier – Canon Image Runner 5065: Boone County Clerk (Elections & Registration), Asset Tag 16574, Serial # CHV03101 / C10018317			
	IR6570 – 5/1/13 – 12/31/13	200,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	200,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	200,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	200,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	200,000	\$	\$

6.3.	Copier – Canon Image Runner 5570: Boone County Prosecuting Attorney, Asset Tag 15627, Serial # SLQ22891 / C10018317			
	IR6570 – 5/1/13 – 12/31/13	350,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	350,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	350,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	350,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	350,000	\$	\$
6.4.	Copier – Canon Image Runner 2270: Boone County Public Administrator, Asset Tag 15531, Serial # SLH08538 / C10016340			
	IR6570 – 5/1/13 – 12/31/13	36,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	36,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	36,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	36,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	36,000	\$	\$
6.5.	Copier – Canon Image Runner 4570: Court Administration – Judge’s Office, Asset Tag 15622, Serial # SKU21393 / C10018167			
	IR6570 – 5/1/13 – 12/31/13	200,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	200,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	200,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	200,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	200,000	\$	\$
6.6.	Copier – Canon Image Runner 3045: Circuit Court Services, Asset Tag 16370, Serial # MUY03578 / C10026303			
	IR6570 – 5/1/13 – 12/31/13	150,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	150,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	150,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	150,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	150,000	\$	\$
6.7.	Copier – Canon Image Runner 5065: Boone County Recorder, Asset Tag 16572, Serial # CHV01288 / C10031473			
	IR6570 – 5/1/13 – 12/31/13	200,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	200,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	200,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	200,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	200,000	\$	\$
6.8.	Copier – Canon Image Runner 5065: Boone County Recorder, Asset Tag 16573, Serial # CHV02179 / C10031477			
	IR6570 – 5/1/13 – 12/31/13	300,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	300,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	300,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	300,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	300,000	\$	\$

6.9.	Copier – Canon Image Runner 3570: Boone County Sheriff – Information Center, Asset Tag 15017, Serial # C10061419			
	IR6570 – 5/1/13 – 12/31/13	150,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	150,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	150,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	150,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	150,000	\$	\$
6.10.	Copier – Canon Image Runner 5000: Boone County Sheriff – Administration, Asset Tag 15018, Serial # MPL76613 / C10010613			
	IR6570 – 5/1/13 – 12/31/13	230,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	230,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	230,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	230,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	230,000	\$	\$
6.11.	Copier – Canon Image Runner 3045: Boone County Treasurer, Asset Tag 16682, Serial # MUY13837 / C10032687			
	IR6570 – 5/1/13 – 12/31/13	35,000	\$	\$
	IR6570– 1/1/14 – 12/31/14	35,000	\$	\$
	IR6570– 1/1/15 – 12/31/15	35,000	\$	\$
	IR6570– 1/1/16 – 12/31/16	35,000	\$	\$
	IR6570– 1/1/17 – 12/31/17	35,000	\$	\$

6.12.. Describe any deviations from bid specifications:

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

- Name:**
- Organization:**
- Address:**
- E-mail:**
- Phone Number:**
- Fax:**

6.14. **Identification of Bidders/Offerors:** How were you notified or heard about this bid/proposal?

- _____ newspaper advertisement
- _____ Boone County Electronic Bid Notification
- _____ other, please list: _____

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 Offeror 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/ge_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 Confirmation Page that you received after 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*.

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

County of _____)
State of _____)SS.

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

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

Affiant Date

Printed Name

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

Notary Public

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

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Proposal Response)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS

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. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.
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 may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference.

These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 110
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 PROPOSAL RESPONSE

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

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

RFP: 11-14MAR13 – Canon Photocopier Maintenance

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

