

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of November 20 10


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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by **Gary and Rhonda Wilson** to rezone from A-2 (Agriculture) to A-RP (Planned Agriculture - Residential) on 19.21 acres, more or less, located at 5450 E. Hwy 124, Hallsville.

Done this 30th day of November, 2010.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

WILSON - Silver Creek Estates

The property is located on the south side of Highway 124 approximately 1400-feet west of Hallsville. The parent tract is 80.61 acres in area and is occupied by two single family residences. The portion of the parent tract that is the subject of the rezoning request is 19.21 acres and is occupied by one of the existing residences. The current zoning for this property is A-2, which is the original zoning. Zoning to the north (across 124) is A-R. All other adjacent zoning is A-2. The Master Plan identifies this site as being suitable for residential land uses. No previous requests have been made on behalf of this property.

The application includes a request to rezone the property to Agriculture Residential-Planned, AR-P along with the required review plan and a preliminary plat. The proposal is to create 8-residential lots varying in size from 2.00 to 3.11 acres. If approved, the resulting density will be one home per 2.4 acres.

The Master Plan identifies a sufficiency of resources test for determining whether there are sufficient resources available for the needs of the proposed rezoning. The sufficiency of resource test provides a “gate-keeping” function. Failure to pass the test should result in denial of a request. Success in passing the test should result in further analysis. The resources used in the test can generally be broken down into three categories: utilities, transportation and public safety services.

Utilities:

- The property is in Public Water Supply District 4. There is a 10-inch diameter waterline in place along the frontage of this property.
- The developer proposes to connect to the City of Hallsville sewer system. Hallsville has confirmed that it is willing to provide the connection. That connection will be in place prior to recording the first plat.

Transportation

All lots except Lots 2 and 4 will have direct frontage on 124. Lots 5 and 3 will have a shared access point, Lots 6 and 7 will have a shared access point, Lot 8 will have direct access to 124. Lots 1, 2, 3 and 4 will share a common privately maintained access. The privately maintained access strip will be used exclusively for this subdivision until it is dedicated and built as a public street.

All access points to Hwy 124 will require permits from MoDOT. MoDOT has reviewed the proposed location of the privately maintained access for compliance with sight distance requirements.

Right of way sufficient to provide a 33' half-width right of way will be dedicated on the final plats.

Public Safety Services

The property is within 1.7 miles of the nearest fire station. Public safety services to this location should be adequate for the needs of the development.

Three locations are show for the placement of subdivision identification signs. However, Boone County sign regulations only allow one such sign per street frontage and the sign must be located within 75' of the subdivision entrance. The sign location shown on Lot 8 does not meet the 75' criteria and must be removed. The two locations on Lots 1 and 3 may remain but only one may have an actual sign installed on it.

The property scored 78 points on the rating system. Staff notified 21 property owners about this request.

Staff recommended **approval** of the rezoning and the review plan.

The Planning and Zoning Commission conducted a public hearing on this request during their November 18, 2010 meeting. There were 10 members of the commission in attendance at the meeting. Following the public hearing, a motion was made to recommend that the rezoning request be approved. That motion received unanimous support.

Next, a motion was made to recommend that the Review Plan be approved with the following conditions:

1. The 66' wide private access strip shall be relabeled from "Unplatted Access Strip" to "Private Access Strip". It shall be used exclusively for vehicular and utility access to Lots 1-4 until such time as the owner improves it as a public street and dedicates it to the public in accordance with a future subdivision plat.
2. The developer shall submit a maintenance plan and agreement for the private access strip with the final plat that creates Lot 1, 2, 3 or 4. After approval by the County, the developer shall record the agreement prior to recording the final plat for any of the lots that abut it. The recorded book and page of the maintenance agreement shall be cross referenced on all final plats that create lots 1-4.
3. All subdivision identification signs shall comply with the Boone County Zoning Regulations. The location on Lot 8 shall be removed from the review plan. Only one sign can be placed along the road frontage either at the location shown on Lot 1 or Lot 3 but not both.

That motion also carried.

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November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of November 20 10

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

Now on this day the County Commission of the County of Boone does hereby **approve** the request by **Gary and Rhonda Wilson** for a Review Plan for Silver Creek Subdivision on 19.21 acres, located at 5450 E. Hwy 124, Hallsville, with the following conditions:

1. The 66' wide private access strip shall be relabeled from "Un-platted Access Strip" to "Private Access Strip". It shall be used exclusively for vehicular and utility access to Lots 1-4 until such time as the owner improves it as a public street and dedicates it to the public in accordance with a future subdivision plat.
2. The developer shall submit a maintenance plan and agreement for the private access strip with the final plat that creates Lot 1, 2, 3 or 4. After approval by the County, the developer shall record the agreement prior to recording the final plat for any of the lots that abut it. The recorded book and page of the maintenance agreement shall be cross referenced on all final plats that create lots 1-4.
3. All subdivision identification signs shall comply with the Boone County Zoning Regulations. The location on Lot 8 shall be removed from the review plan. Only one sign can be placed along the road frontage either at the location shown on Lot 1 or Lot 3 but not both.

Done this 30th day of November, 2010.

ATTEST:

Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
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November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of November 20 10

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

Haystack Acres Addition Plat 2. S18-T49N-R12W. Oakland Missionary Baptist Church of Columbia, Missouri, owner. James V. Patchett, surveyor.

Rold Acres. S18-T49N-R11W. Lloyd E Cunningham, owner. Michael L. Klassing, surveyor.

Done this 30th day of November, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of November 20 10

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

Now on this day the County Commission of the County of Boone does hereby award bid 55-26Oct10 Technology Resource Center of America LLC to Technology Resource Center of America. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 30th day of November, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

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

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 29, 2010
RE: 55-26OCT10 – Telephone Business Handsets

COPY

Bid 55-26OCT10 – *Telephone Business Handsets* closed on October 26, 2010. Nine bids were received.

The primary phone that we will be purchasing for replacement is the Meridian 5316. We originally purchased the 5312, however, that phone is no longer being made and the 5316 is the replacement. For that reason, the bid evaluation was based on the pricing received for the 5316 model. Midwest Telecom Resellers was originally low, but withdrew their bid for a clerical error. Recommendation for award is Technology Resource Center of America.

This is a County-Wide Term and Supply contract that will be used on an as needed basis.

cc: Bid File

**PURCHASE AGREEMENT
FOR
TELEPHONE BUSINESS HANDSETS - TERM AND SUPPLY
SECONDARY SUPPLIER**

30 November

THIS AGREEMENT dated the ~~25th~~ day of ~~November~~ 2010 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Technology Resource Center of America, LLC**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for Telephone Business Handsets Term and Supply, County of Boone Request for Bid, bid number **55-26OCT10**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addendum #1, as well as the Contractor's bid response executed by Stephen Koch on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Addendum #1 and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **December 1, 2010 and extend through June 30, 2011**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four (4) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not. Pricing shall remain firm through the end of the final contract renewal period.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Telephone Business Handsets as identified and responded to in the Contractor's Response Form. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. Technology Resource of America shall act as the secondary supplier and shall furnish Telephone Business Handsets for the County if the primary contracted supplier cannot provide an acceptable delivery date for the County. **Delivery:** The Secondary Contractor agrees to deliver equipment within two days after receipt of order.

4. Billing and Payment - All billing shall be invoiced to the ordering Boone County Office / Department, and may only include the prices as identified in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**TECHNOLOGY RESOURCE CENTER
OF AMERICA, LLC**

BOONE COUNTY, MISSOURI

by *Daniel J. Hayes*
title *Chief Financial Officer*
address *2600 Virginia Circle*
Clinton, Texas 76209

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Gene E. Pitchford by 149
Signature

11/30/10
Date

no encumbrance required
County-Wide Term & Supply

Appropriation Account

4. Response Form

- 4.1. Company Name: Technology Resource Center of America
- 4.2. Address: 3401 E University Drive Suite 103
- 4.3. City/Zip: Denton, TX 76208
- 4.4. Phone Number: 940-323-2604
- 4.5. Fax Number: 940-323-2604
- 4.6. E-Mail Address: Russell.swan@trca.com
- 4.7. Federal Tax ID: 27-0252574
- 4.7.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 (X) Other (Specify) LLC

4.8.	PRICING				
		<u>Make & Model</u>	<u>New Price (each)</u>	<u>Refurbished Price (each)</u>	<u>Cost to Repair Handset not Purchased from the Awarded Vendor</u>
4.8.1.	Centrex M5000 Series				
4.8.1.1.	Aastra M5008 Singleline Phone - Black		\$149.00	\$89.00	\$65.00
4.8.1.2.	Aastra M5008 Singleline Phone - Ash		\$149.00	\$89.00	\$65.00
4.8.1.3.	Aastra M5208 Singleline Phone - Ash		\$249.00	\$94.00	\$75.00
4.8.1.4.	Aastra M5208 Singleline Phone - Black		\$249.00	\$94.00	\$75.00
4.8.1.5.	Aastra M5216 Singleline Phone - Ash		\$349.00	\$135.00	\$80.00
4.8.1.6.	Aastra M5216 Singleline Phone - Black		\$349.00	\$135.00	\$80.00
4.8.1.7.	Aastra M5216 Singleline Phone - Gray		\$349.00	\$135.00	\$80.00
4.8.1.8.	Aastra M5316 Singleline Phone - Black		\$349.00	\$179.00	\$85.00
4.8.1.9.	Aastra M5316 Singleline Phone - Ash		\$349.00	\$179.00	\$85.00
4.8.1.10.	Aastra M5316 Singleline Phone - Gray		\$N/A	\$N/A	\$85.00
4.8.1.11.	M522 Meridian Mate Expansion Module - Black		\$109.00	\$74.00	\$80.00
4.8.1.12.	M522 Meridian Mate Expansion Module - Ash		\$109.00	\$74.00	\$80.00

4.8.1.13.	Meridian 5208 -- with Display. 8 programmable line/feature keys		\$249.00	\$94.00	\$75.00
4.8.1.14.	Meridian 5216 -- With Display and Headset Capability. 14 programmable line-feature keys		\$249.00	\$135.00	\$80.00
4.8.1.15.	Meridian 5316 -- With Display and Hands Free Capability. 13 programmable line-feature keys		\$349.00	\$179.00	\$85.00
4.8.2.	Centrex M8000 Series				
4.8.2.1.	Aastra M8004 Singleline Phone - Charcoal		\$49.00	\$42.00	\$35.00
4.8.2.2.	Aastra M8004 Singleline Phone - Platinum		\$49.00	\$42.00	\$35.00
4.8.2.3.	Aastra M8009 Singleline Phone - Black		\$85.00	\$70.00	\$40.00
4.8.2.4.	Aastra M8009 Singleline Phone - Gray		\$85.00	\$70.00	\$40.00
4.8.2.5.	Aastra M8009 Singleline Phone - Ash		\$85.00	\$70.00	\$40.00
4.8.3.	Centrex M9000 Series				
4.8.3.1.	Aastra 9116 Singleline Phone - Charcoal		\$55.00	\$49.00	\$N/A
4.8.3.2.	Aastra 9116 Singleline Phone - Platinum		\$55.00	\$49.00	\$N/A
4.8.3.3.	Aastra 9120 Two Line Phone - Charcoal		\$109.00	\$89.00	\$N/A
4.8.3.4.	Aastra 9120 Two Line Phone - Platinum		\$N/A	\$N/A	\$N/A
4.8.3.5.	Aastra 9216 Singleline Phone - Black		\$155.00	\$129.00	\$80.00
4.8.3.6.	Aastra 9216 Singleline Phone - Ash		\$155.00	\$129.00	\$80.00
4.8.3.7.	Aastra 9316CW Singleline Phone - Black		\$175.00	\$145.00	\$85.00
4.8.3.8.	Aastra 9316CW Singleline Phone - Ash		\$175.00	\$145.00	\$85.00
4.8.3.9.	Aastra 9316CW Singleline Phone --		\$175.00	\$145.00	\$85.00

	Gray				
4.8.3.10.	Aastra 9417CW Two Line Phone - Black		\$219.00	\$145.00	\$85.00
4.8.3.11.	Aastra 9417CW Two Line Phone - Ash		\$219.00	\$145.00	\$85.00
4.8.3.12.	Aastra PT470 Speakerphone - Charcoal		\$110.00	\$90.00	\$
4.8.4.	Centrex Handsets				
4.8.4.1.	Wireless Headset With Lift CS55HL10 Plantronic		\$249.00	\$N/A	\$N/A
4.8.4.2.	CS55 Wireless Plantronics Headset		\$229.00	\$N/A	\$N/A
4.8.4.3.	HL10 Plantronics handset Lifter		\$64.00	\$N/A	\$N/A
4.9.	Describe Any Deviations				
4.10.	Describe or Attach Warranty New equipment will carry the manufactures "original" warranty. Refurbished equipment will carry TRCA's standard 2 year warranty.				

4.11. **Percent Discount From List** for any other equipment ordered that is not detailed within: _____%.

4.12. **Maximum Percent Increase or Decrease in Pricing for each Renewal Period:** _____%

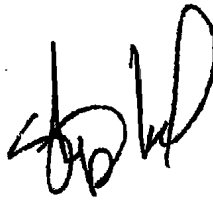
4.13. **Delivery After Receipt of Order:** 2 days

4.14. 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

PLEASE ATTACH THREE (3) COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.

4.15. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.15.1. Authorized Representative (Sign By Hand):

A handwritten signature in black ink, appearing to read 'Stephen Koch', written over the 'Sign By Hand' label.

4.15.2. Print Name and Title of Authorized Representative:

Stephen Koch, COO



Standard Terms and Conditions

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

Melinda Bobblitt, CPPB, Director of Purchasing
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 Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed 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 will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
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.

(Please complete and return with Bid)

**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.

Stephen Koch, COO

Name and Title of Authorized Representative

Signature

Date

10/26/2010



BOONE COUNTY, MISSOURI
Request for Bid #: 55-26OCT10 – Telephone Business Handsets

ADDENDUM #1 - Issued October 26, 2010

This addendum is issued in accordance with the Request for Bid specifications and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Bid Due Date and Opening Date has changed to the following:

Day / Date: November 2, 2010
Time: 10:30 a.m.
Mail Address: Boone County Johnson Building Conference Room
601 E. Walnut Street, Room 208
Columbia, MO 65201

By: _____

Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # **55-26OCT10 – Telephone Business Handsets**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

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

Melinda Bobbitt, CPPB, Director of Purchasing

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

Email: mbobbitt@boonecountymc.org

Bid Data

Bid Number: **55-26OCT10**
Commodity Title: **Telephone Business Handsets**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, October 26, 2010**
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 St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **Tuesday, October 26, 2010**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
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
Debarment Form
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. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.

1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **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, guarantee, warranty or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through **June 30, 2011**, and may be automatically renewed for an **additional four (4) one-year periods** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS 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 contract for the furnishing and delivery of **Telephone Business Handsets** as specified below for the County of Boone Missouri.
- 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 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.
- 2.2. **History:** Most of the offices/departments at Boone County are on CenturyLink's centranet system. Replacement phones must be compatible with our existing phone infrastructure: Centrex, DMS 100 located in the CenturyLink building in Columbia, Missouri.

Our original Meridian phones were purchased new from Centurytel in 1995. Most of the phones purchased were Meridian 5312. Since that time, the County has been purchasing refurbished phones with lifetime warranties from TRCA. We understand the Meridian 5312 handsets have been discontinued, and the best replacement for that handset phone is the Meridian 5316.

The County is seeking a vendor to replace or repair non-functioning handsets on an "as needed" basis. Offices/departments placing orders for replacement phones are located in the Columbia, MO area. There are approximately 400 phones lines at the County.

2.3. SPECIFICATIONS

- 2.3.1. **Quantity:** Replacement phones will be ordered on an "as needed" basis. Quantity is not guaranteed. In 2009, \$4,637.00 dollars were spent with TRCA. This usage is provided for informational purpose and is not a guarantee of total dollars spent per year.
- 2.3.2. The County will accept bid pricing for both new and refurbished phone sets. During evaluation, the County will determine if award will be for new, refurbished or both. The County reserves the right to award to multiple vendors if in the best interest of the County. In addition, if you offer repair of existing phones, please provide a repair price on the Response Form.
- 2.3.3. The County has listed some telephone handsets (Single and Two Line Phones) on the Response Form. Please provide pricing and include with your Bid Response descriptive literature with pictures of each phone bid.
- 2.3.4. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County Office/Department that orders from the contract. Monthly Statement must be submitted to the respective Office/Department for payment which will be made 30 days after receipt of a correct and valid statement.
- 2.3.5. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.
- 2.3.6. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.3.7. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.3.8. **Guarantee:** Bidder agrees at a minimum 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.
- 2.3.9. **Warranty:** Bidder shall submit with their bid a complete description of any and all warranties

offered as part of this contract.

- 2.3.10. **Contact** – Melinda Bobbitt, Boone County Purchasing Department 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile: (573) 886-4390. E-mail: mbobbitt@boonecountymo.org.
- 2.3.11. **Delivery Terms: FOB Destination – Inside Delivery** - Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3.11.1. Delivery shall be to the Boone County ordering office/department.

3. Response Presentation and Review

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned

Term. 20 10

In the County Commission of said county, on the 30th day of November 20 10

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

Now on this day the County Commission of the County of Boone does hereby authorize that all grant reimbursement revenues received from the County's Energize Missouri Communities grant, awarded to the County in FY 2010 and funded from the American Recovery and Reinvestment Act of 2009, be deposited into a capital projects fund (Fund 405, General Capital Fund) to be used to improve and enhance energy systems throughout various county facilities. All monies deposited into the capital project fund will be subject to County Commission budget authority.

Done this 30th day of November, 2010.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner