

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

27th day of March 20 07

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

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County, Missouri Roadway Regulations Chapter I: Vehicular Traffic Regulations; having published notice of public hearing and conducted three public hearings as provided by law for Schooler Road.

Done this 27th day of March, 2007.

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

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the 27th day of March 20 07

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:

- DJ Acres. S35-T50N-R13W. A-2. Don & Jimmie Wright, owners. James V. Patchett, surveyor.
- Maple Grove. S4-T46N-R12W. A-2. Clifton and Linda Nahler, owners. Steven R. Proctor, surveyor.

Done this 27th day of March, 2007.

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 }
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In the County Commission of said county, on the

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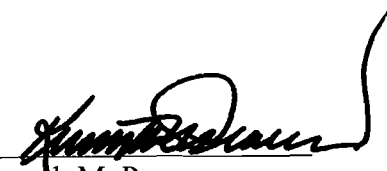
the following, among other proceedings, were had, viz:

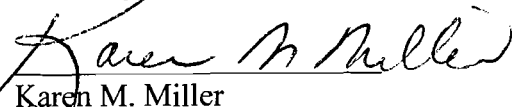
Now on this day the County Commission of the County of Boone does hereby award bid 13-13MAR07 –Covert and Forensic Computers and Related Equipment to Personalized Computers. It is further ordered the Presiding Commissioner by authorized to sign said contract.

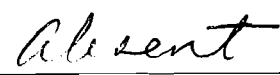
Done this 27th day of March, 2007.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
COVERT AND FORENSIC COMPUTERS AND RELATED EQUIPMENT**

THIS AGREEMENT dated the 27 day of March 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Personalized Computers**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Covert and Forensic Computers and Related Equipment, bid number **13-13MAR07** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated March 5, 2007 executed by Jamie Cote, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with one forensic computer unit and two covert computer units for a total contract price of five thousand, eight hundred, sixty-one dollars and zero cents (**\$5,861.00**) with the following components:

Forensic Computer Specifications for one unit (County purchasing one unit):

- 4.8.1. 1 each Intel Core2Duo E6400 CPU (2.13 GHz) (\$279.00)
- 4.8.2. 1 each Intel DG965RYCK ATX Motherboard: with bios tested to recognize hard drives up to at least 700 gbs or larger mobile racks (\$129.00)
- 4.8.3. 1 each 1024 MB DDR2 667 MHz (\$99.00)
- 4.8.4. 1 each 1024 MB DDR2 667 MHz (\$99.00)
- 4.8.5. 2 each 19" LCD Monitor V7 R19PS (@\$199.00 each = \$398.00)
- 4.8.7. 1 each Lite On 16X DVD ROM Drive (Black) (\$39.00)
- 4.8.8. 1 each LiteOn 16X DVDRW (\$49.00)
- 4.8.9. 1 each Altec Lansing 120i Multimedia Speakers (\$20.00)
- 4.8.10. 1 each Microsoft Basic Optical Mouse/Keyboard Combo (\$29.00)
- 4.8.11. 1 each Antec TX1050B TAC w/500 Watt p/s (\$149.00)
- 4.8.12. 1 each 250 GB Serial ATA Hard Drive NCQ (\$99.00)
- 4.8.13. 1 each Floppy Drive w/6 in 1 Media Reader (\$39.00)
- 4.8.14. 1 each ATI X1650 PRO 256 MB PCI-E VGA (\$179.00)
- 4.8.15. 1 each Intel Integrated Audio (\$0.00)
- 4.8.16. 1 each Intel Integrated 10/100/1000 NIC (\$0.00)
- 4.8.17. 1 each Adaptec 19160 SCSI Controller (\$279.00)
- 4.8.18. 1 each Windows XP Professional (\$149.00)
- 4.8.19. 1 each APC 500va UPS (\$79.00)
- 4.8.20. 2 each Kingwin Mobile Rack with IDE connections (@\$39.00 each = \$78.00)
- 4.8.21. 1 each Pinnacle Studio Moviebox Capture Device (\$99.00)
- 4.8.22. **Sub-Total for (1) Forensic Computer Unit: \$2,291.00**

Covert Computer Specifications for one unit (County purchasing two units):

- 4.9.1. 1 each Intel Core2Duo E6400 CPU (2.13 GHz) (\$279.00)
- 4.9.2. 1 each Intel DG965RYCK ATX Motherboard (\$129.00)
- 4.9.3. 2 each DDR2-800 1024 MB (\$99.00 each = \$198.00)
- 4.9.4. 2 each 19" LCD Monitor V7 R19PS (\$199.00 each = \$398.00)
- 4.9.5. 1 each Lite On 16X DVD ROM Drive (Black) (\$39.00)
- 4.9.6. 1 each LiteOn 16X DVDRW (\$49.00)
- 4.9.7. 1 each Logitech R-10 Speakers (\$20.00)
- 4.9.8. 1 each Microsoft Basic Optical Mouse/Keyboard Combo (\$29.00)
- 4.9.9. 1 each Black Enlight ATX Mid Tower w/350 Watt p/s (\$79.00)
- 4.9.10. 1 each 250 GB Serial ATA Hard Drive NCQ (\$99.00)
- 4.9.11. 1 each Floppy Drive w/6 in 1 Media Reader (\$39.00)
- 4.9.12. 1 each ATI X1650 PRO 256 MB PCI-E VGA (\$179.00)
- 4.9.13. 1 each Intel Integrated Audio (\$0.00)
- 4.9.14. 1 each Intel Integrated 10/100/1000 NIC (\$0.00)
- 4.9.15. 1 each Windows XP Professional (\$149.00)
- 4.9.16. 1 each Pinnacle Studio Moviebox Capture Device (\$99.00)
- 4.9.17. **Sub-Total for (2) Covert Computer Units (\$1,785.00 each unit = \$3,570.00 for two units**

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within fourteen (14) days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

PERSONALIZED COMPUTERS

by *James*
title *Member*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

1253-91302-\$447.00 / 1253-91301-\$5,414.00

Signature *June Pritchard by KJ* Date *3/20/07* Appropriation Account

County of Boone

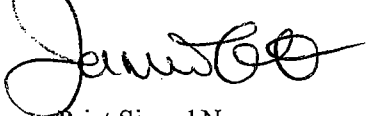
Purchasing Department

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

- 4.1. Company Name: **Personalized Computers**
- 4.2. Address: **1017 E. Broadway**
- 4.3. City/Zip: **Columbia, MO 65201**
- 4.4. Phone Number: **(573)817-2597**
- 4.5. Fax Number: **(573)817-9356**
- 4.6. Federal Tax ID: **43-1822393**

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

4.7.1. Authorized Representative (Sign By Hand):



4.7.2. Type or Print Signed Name: **Jamie Cote**

4.7.3. Today's Date: **March 5, 2007**

4.8.	Forensic Computer Specifications for one unit: Please price the completely assembled, fully functional work station containing (at minimum) those items noted below in the component pricing section.	Quantity (Each)	Unit Price	Extended Price
4.8.1.	Intel Core2Duo E6400 CPU (2.13 GHz)	1	279.00	279.00
4.8.2.	Intel DG965RYCK ATX Motherboard: with bios tested to recognize hard drives up to at least 700 gbs or larger mobile racks	1	129.00	129.00
4.8.3.	1024 MB DDR2 667 MHz	1	99.00	99.00
4.8.4.	1024 MB DDR2 667 MHz	1	99.00	99.00
4.8.5.	19" LCD Monitor V7 R19PS	2	199.00	398.00
4.8.7.	Lite On 16X DVD ROM Drive (Black)	1	39.00	39.00
4.8.8.	LiteOn 16X DVDRW	1	49.00	49.00
4.8.9.	Altec Lansing 120i Multimedia Speakers	1	20.00	20.00
4.8.10.	Microsoft Basic Optical Mouse/Keyboard Combo	1	29.00	29.00
4.8.11.	Antec TX1050B TAC w/500 Watt p/s	1	149.00	149.00
4.8.12.	250 GB Serial ATA Hard Drive NCQ	1	99.00	99.00

4.8.13.	Floppy Drive w/6 in 1 Media Reader	1	39.00	39.00
4.8.14.	ATI X1650 PRO 256 MB PCI-E VGA	1	179.00	179.00
4.8.15.	Intel Integrated Audio	1	0.00	0.00
4.8.16.	Intel Integrated 10/100/1000 NIC	1	0.00	0.00
4.8.17.	Adaptec 19160 SCSI Controller	1	279.00	279.00
4.8.18.	Windows XP Professional	1	149.00	149.00
4.8.19.	APC 500va UPS	1	79.00	79.00
4.8.20.	Kingwin Mobile Rack with IDE connections	2	39.00	78.00
4.8.21.	Pinnacle Studio Moviebox Capture Device	1	99.00	99.00
4.8.22.	Sub-Total for (1) Forensic Computer		\$ 2,301.00	2291.00
4.9.	Covert Computer Specifications for two units: Please price the completely assembled, fully functional work station containing (at minimum) those items noted below in the component pricing section.	Quantity (Each)	Unit Price	Extended Price
4.9.1.	Intel Core2Duo E6400 CPU (2.13 GHz)	1	279.00	279.00
4.9.2.	Intel DG965RYCK ATX Motherboard	1	129.00	129.00
4.9.3.	DDR2-800 1024 MB	2	99.00	198.00
4.9.4.	19" LCD Monitor V7 R19PS	2	199.00	398.00
4.9.5.	Lite On 16X DVD ROM Drive (Black)	1	39.00	39.00
4.9.6.	LiteOn 16X DVDRW	1	49.00	49.00
4.9.7.	Logitech R-10 Speakers	1	20.00	20.00
4.9.8.	Microsoft Basic Optical Mouse/Keyboard Combo	1	29.00	29.00
4.9.9.	Black Enlight ATX Mid Tower w/350 Watt p/s	1	79.00	79.00
4.9.10.	250 GB Serial ATA Hard Drive NCQ	1	99.00	99.00
4.9.11.	Floppy Drive w/6 in 1 Media Reader	1	39.00	39.00
4.9.12.	ATI X1650 PRO 256 MB PCI-E VGA	1	179.00	179.00
4.9.13.	Intel Integrated Audio	1	0.00	0.00
4.9.14.	Intel Integrated 10/100/1000 NIC	1	0.00	0.00
4.9.15.	Windows XP Professional	1	149.00	149.00
4.9.16.	Pinnacle Studio Moviebox Capture Device	1	99.00	99.00
4.9.17.	Sub-Total for (2) Covert Computers		\$ 3,570.00	
4.10.	TOTAL (4.8.22. + 4.9.17.)		\$ 5,871.00	5861.00

4.11.	Warranty: Following the initial three year included warranty, please list firm pricing for additional warranty periods.	
4.11.1.	Year Four of warranty	\$ <u>N/A</u>
4.11.2.	Year Five of warranty	\$ <u>N/A</u>
4.12.	GRAND TOTAL (4.10. + 4.11.1 + 4.11.2)	\$ 5,871.00

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

X Yes No

4.14. Describe the warranty applicable to parts, software and labor. Warranty shall commence upon complete installation by the Contractor and acceptance by the County. The Contractor must guarantee all products against all defects and shall make adjustments and replace defective items without additional cost to the County during the warranty period.

Customer will contact us to notify that a part is defective. We will replace the defective part in our local facility free of labor and parts charge.

4.15. Equipment will be delivered within: 14 Days After Receipt of Purchase Order

4.16. Describe any deviations from bid specifications:

4.17. Additional work stations may be purchased by the County at a later time. How long will you honor this pricing? 90 days

4.18. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein through the end of 2007: 0 %

4.19. Describe in detail your Technical Support Procedure:

We can be contacted via phone, e-mail or local shop. We fill out a trouble ticket, fix the problem and contact the customer to deliver the system.

4.20. Describe technician's certification:

MCSE and double master CNE

4.21. References – Bidder must provide two (2) references for equipment/services rendered to public clients which are similar in size and scope.

4.22. **Reference #1**

4.22.1. Individual Name: Jim Brinkman

4.22.2. Company Name: Rehabilitation Services for the Blind

4.22.3. Address: 308 East High St, Ste B101, Jefferson City, MO 65101

4.22.4. Telephone: 800-592-6004

4.22.5. **Reference #2**

4.22.6. Individual Name: Robert Simms

4.22.7. Company Name: City of Columbia Information Systems

4.22.8. Address: 701 E. Broadway, Columbia, MO 65201

4.22.9. Telephone: 874-7664



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

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

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.



"No Bid" Response Form

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

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

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

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

Bid: 13-13MAR07 – Covert and Forensic Computers & Related Equipment

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

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

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **13-13MAR07**

Commodity Title: *Covert and Forensic Computers and Related Equipment*

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY – March 13, 2007

Time: 10:30 A.M. (**Bids received after this time will be returned unopened**)

Location / Mail Address: **Boone County Purchasing Department**

Boone County Johnson Building

601 E. Walnut, Room 208

Columbia, MO 65201

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

Bid Opening

Day / Date: TUESDAY – March 13, 2007 Time: 10:30 A.M. C.S.T.

Location / Address: **Boone County Johnson Building Conference Room**

601 E. Walnut, Room 213 Columbia, MO 65201

Bid Contents

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

County of Boone Purchasing Department

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 Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid. *Supplier* - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e mail, 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, 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.
 - 1.4.1. 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 state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **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** – For the Furnishing and Delivery of **Covert and Forensic Computers and Related Equipment** for the Sheriff Department of the County of Boone - Missouri as detailed in the following specifications.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **BACKGROUND INFORMATION:** The Boone County Sheriff's Department, Columbia Police Department and the Boone County Prosecuting Attorney's Office joined forces to establish the Mid-Missouri Internet Crimes Task Force. In implementing this Task Force, the County needs to purchase additional computer equipment. The County previously purchased a forensic computer and covert computer and need one additional forensic computer and two covert computers. The additional computers need to be built to a specific set of specifications that match the County's current equipment and needs.
- 2.3. **GENERAL REQUIREMENTS:** For the Furnishing and Delivery of one forensic computer and two covert computers with related equipment as detailed on the Response Page.
- 2.4. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.5. **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.
- 2.6. Should bidders have any exceptions to the enclosed specifications and/or contract requirements, they must be stated **IN WRITING** within these bid documents, with alternatives offered. Failure to do so will result in assumption of compliance to all specifications and requirements.
- 2.7. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment shall be attached to the bid.
- 2.8. **Warranty:** Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.9. At a minimum, one set of instruction and service manuals shall be furnished
- 2.10. Supplier shall itemize all equipment serial numbers on invoice or separate sheet.
- 2.11. All equipment shall be factory new, not reconditioned, and in current production at the time of delivery.
- 2.12. **Additional Items:** Additional items may be identified after the contract is established that would fall under the scope of work. The County reserves the right to add products to the contractual agreement with the approval of the successful vendor.
- 2.13. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding County holidays.
- 2.14. The successful bidder must be located within thirty miles of Columbia, Missouri and have an A+ certified technician on full time local staff. This requirement is to ensure that these specialized computers can be maintained in a timely fashion by trained and certified technicians.
- 2.15. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

2.17. **ADDITIONAL TERMS AND CONDITIONS**

- 2.17.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.18. **BID/CLARIFICATION CONTACT** - Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Fax: (573) 886-4390; Email: Mbobbitt@boonecountymmo.org.
- 2.19. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct statement.
- 2.20. **DELIVERY** - FOB Destination - Delivery to the Boone County Sheriff Department. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 07

In the County Commission of said county, on the

27th day of March 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the use of Missouri State Contract C104390004 – Maintenance, Repair, and Operating MRO Supplies with Wise El Santo. It is further ordered the Presiding Commissioner by authorized to sign said contract.

Done this 27th day of March, 2007.

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

absent
Skip Elkin
District II Commissioner