

Boone County Purchasing

601 E. Walnut Street, Room 208 Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390 Email: mbobbitt@boonecountymo.org

Bid Number: 27-22APR03

Commodity Title: Automated Teller Machine Services

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline – Bid Closing

Day / Date: TUESDAY - April 22, 2003

Time: 1:25 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

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

Directions: The Johnson Building is located on the Northeast corner at 6th

Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of

the building.

Bid Opening

Day / Date: TUESDAY - April 22, 2003

Time: 1:30 P.M. C.S.T.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, Conference Room 213

Columbia, MO 65201

Bid Contents

1.0: Introduction & General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

Standard Terms and Conditions Statement of Bidder's Qualifications

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone 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 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. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through May 31, 2004, and may be automatically renewed for an additional four (4) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **Collusive Bid:** Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not collusive or sham

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bid.
 1.8. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.

- 2. Primary Specifications
- 2.1. **ITEMS/SERVICES TO BE PROVIDED** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a **Term and Supply contract for the Lease of Automated Teller Machine Services.**
- 2.1.1. **Scope of Work** Boone County is interested in establishing Automated Teller Machine (ATM) services at the Boone County Court House, using one teller machine, to be located in the main lobby area of the Court House. The ATM will be owned throughout the contract period by the Contractor.
- 2.1.2. **Contract Documents** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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.
- 2.1.2.1. **Contract Period** The Term and Supply Contract period shall be from date of award through May 31, 2004, but may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party.
- 2.1.2.2. **Contract Extension -** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
 - 2.1.3. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Representative.
 - 2.1.4. **Contractor Qualifications and Experience:** The Contractor to whom an ATM Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years. Attached *Statement of Bidder's Qualifications* should be completed for this purpose.
 - 2.2. Contractor must supply the following at their expense:
 - 2.2.1. An ATM machine and any required features.
 - 2.2.2. Installation, operation and maintenance of the ATM. The Contractor shall provide all operation supplies necessary for the ATM, including but not limited to printer ribbon, paper rolls, travel time, shipping supply charges, labor and shall provide such service and maintenance and repair or replacement of parts of entire ATM as may be necessary to minimize down time and maximize the marketing effectiveness of the ATM.
 - 2.2.3. Removal of ATM upon contract termination, including restoring the ATM location to pre-installation condition.
 - 2.2.4. The ATM shall be a current model in good operating condition. Contractor shall be responsible for establishing a regular schedule for ATM supply and cleaning. Preventative maintenance shall be carried out per manufacturer's recommendations. Such routine service and supply tasks shall be carried out during the hours of 8:00 a.m. 5:00 p.m., Monday through Friday, unless other arrangements are negotiated with and agreed to by the County representative.
 - 2.2.5. Contractor shall restore a non-operating machine to normal operation within twenty-four hours.
 - 2.2.6. Vault cash should be wired daily to Boone County's business account, unless negotiated with Boone County to provide said cash.
 - 2.3. Special Conditions:
 - 2.3.1. Contractor shall list services available on the ATM machine for customers on the *Response Page*. Contractor may not change the type of ATM services without written authorization by the County Representative.
 - 2.3.2. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
 - 2.4. Installations and services to be provided by Boone County:
 - 2.4.1. Adequate electrical outlets (110 volt) for the ATM.
 - 2.4.2. Telephone and modem lines for the ATM.
 - 2.4.3. Lighting fixtures for general area illumination.

- 2.5. **INSURANCE REQUIREMENTS** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. 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.
- 2.5.1. Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work.
- 2.5.2. **Comprehensive General Liability Insurance** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.5.3. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 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.
- 2.5.4. **Owner's Contingent or Protective Liability and Property Damage -** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **Proof of Coverage 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 and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
 - 2.6. 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.
 - 2.7. Invoices should be submitted to Boone County Treasurer department for payment which will be made 30 days after receipt of a correct and valid invoice. The County's purchase order or contract number must appear on the invoice. The billing address is Boone County Treasurer, 801 East Walnut, Room 112, Columbia, MO 65201.
 - 2.8. **Bid Clarification** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org
 - 2.9. **Designee** Boone County Treasurer, 801 E. Walnut, Room 112, Columbia, MO 65201-4460.

- 3. Response Presentation and Review
- 3.1 **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated 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."
- 3.1.2 **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 United States Postal Service or any other mail carrier.
- 3.1.3 **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.**
- 3.1.4. **Advice of Award** If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder. **Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at http://www.showmeboone.com.
- 3.1.5. **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
 - 3.2 **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.
- 3.2.1 **Response Clarification -** We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.3 **ACCEPTANCE, REJECTION OR CORRECTION OF RESPONSES** The County reserves the right to accept or reject any and all bids in the best interest of the County. 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.
- 3.3.1. **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.
- 3.3.2 **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3 **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** Bidder's pricing must be held until award or 60 days, whichever comes first.

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 bid number and the due date and time.

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

4.7. We propose to furnish the equipment/material/service as indicated in this Bid Blank, provided to the County of Boone – Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in Section 2 of this bid request for the price(s) quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	Lease of ATM and all necessary supplies detailed in 2.2.2. for first contract period (Date of award through May 31, 2004)	ATM Manufacturer and Model:	\$	
4.7.2.	Freight		\$	
4.7.3.	Installation		\$	
4.7.4.	Training		\$	
4.7.5.	Total (4.7.1. through 4.7.4.)		\$	
4.7.6.	Relocation of ATM		\$	
4.7.7.	Maximum % Increase 2 nd Contract Period:%			
4.7.8.	Maximum % Increase 3 rd Contract Period:%			
4.7.9.	Maximum % Increase 4th Contract Period:%			
4.7.10.	Maximum % Increase 5th Contract Period:%			
4.7.11.	User (customer) Surcharge for Cash Withdrawals		\$	
4.7.12.	Percentage of Surcharge Boone County Rece	ives per transaction	\$	

4.7.13.	Percentage of Surcharge Contractor Receives per transaction	\$				
4.8.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?YesNo					
4.9.	List services available through the ATM machine (i.e. withdrawals from savings or checking, balance inquiry from savings or checking, transfers from one account to another):					
4.10.	Describe Technical Support including hours of operation, location address, estimated response time, 1-800 number availability, and any additional pertinent information:					
4.11.	Report Generating: Describe reports which are available, on-line accessibility, how frequently reports are updated and any charge associated with report generating:					
4.12.	Describe applicable warranties (Repair Time Warranty, Parts and All Labor, etc.):					
4.13.	List cards accepted by ATM:					
4.14.	Describe Contractor's process for handling surcharge (how often Boone County receives overages, process for handling deficits, etc):					
4.15.	References – Bidder must provide three (3) references for ATM service public/commercial clients which are similar in size and scope.	ces rendered to				
4.15.1. 4.15.1.1.	Reference #1 Individual Name:					
4.15.1.2.	Company Name:					
4.15.1.3.	Address:					
4.15.1.4.	Telephone:					

4.15.2. 4.15.2.1.	Reference #2 Individual Name:	
4.15.2.2.	Company Name:	
4.15.2.3.	Address:	
4.15.2.4.	Telephone:	
4.15.3. 4.15.3.1.	Reference #3 Individual Name:	
4.15.3.2.	Company Name:	
4.15.3.3.	Address:	
4.15.3.4.	Telephone:	
4.16.	The undersigned offers to furnish and deliver the articles or services as specified terms stated and in strict accordance with all requirements contained in the Inviwhich have been read and understood, and all of which are made part of this ore	itation for Bid
4.16.1.	Authorized Representative (Sign By Hand):	
4.16.2.	Type or Print Signed Name: Date:	



Standard Terms and Conditions

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

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

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.

STATEMENT OF BIDDER'S QUALIFICATIONS

(Submit with Response Page)

		ber of years in busines t previous firm names	_ If not under present firm		
2.	Cont	racts on hand: (Comp	olete the following sche	lule)	
	Item	Purchaser	Amount of Contract	Percent Completed	
3.	Gene	ral type of product sol	d and manufactured:		
4.	There	e has been no default i	n any contract complet	ed or un-comple	ted except as noted below:
			n which default was ma d contracts and reason		
5.	List b	oanking references:			

Yes	N	o
Dated at		
this	day of	
		Name of Organization(s)
		By(Signature)
		(Title of person signing)



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: 27-22APR03 - Automated Teller Machine Services

Business N	Name: _	 	
Address:			
_			
_		 	
Telephone	:		
Contact:			
Date:		 	