



## **Request for Bid (Bid)**

**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

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### ***Bid Data***

Bid Number: **67-21OCT03**  
Commodity Title: **Magnetic Media Tape Storage Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY – October 21, 2003**  
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<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **TUESDAY – October 21, 2002**  
Time: **10:35 A.M.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Exhibit A **Standard Terms and Conditions**
- Exhibit B **Statement of Bidder's Qualifications**

## 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 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 period resulting from this Bid will have an initial term from January 1, 2004 through December 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. **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 Term and Supply contract for furnishing **Daily Magnetic Media Tape Off-Site Storage Service** for the Boone County Information Technology department as detailed in the following specifications.

2.2. **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.

2.2.1. **Contract Period** - The Term and Supply Contract period shall be from January 1, 2004 through December 31, 2004, but may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party.

2.2.2. **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.

2.3. **Background Information:** The Boone County Information Technology Department backs up each file server every night. The tapes are labeled, cycled and re-used in the daily backups. The tapes are currently stored near the file servers. The County backups are full system backups, performed every business day, Monday through Friday.

2.4. **Introduction and Purpose:** The purpose of this bid is to provide a complete **Daily Magnetic Media Tape Off-Site Storage Service** for providing daily (Monday – Friday) pickup of Magnetic Media Tapes, storage of tapes, and a rotation and return of tapes. This will result in dropping off the tapes currently in storage and picking up the backup tapes created two business days prior to the current day, and storing said tapes in off-site, climate controlled facilities. As the County does not perform backups on weekends or holidays, drop off and pickup will not be necessary by the Contractor on these days. This project will be awarded to one vendor who will be responsible for picking up tapes, storing and returning to designated location(s).

2.5. DETAILED SPECIFICATIONS

2.5.1. **Storage and Pickup:** Storage and Pickup shall meet the following detailed specifications:

2.5.1.1. Contractor shall store up to 20 tapes per month

2.5.1.2. Tapes shall be picked up from one to five sites daily, Monday through Friday by courier service.

2.5.1.3. Bidder shall provide pricing on response page for a choice for Boone County of the scheduled pick up and delivery of tapes:

- One location: Government Center
- Three locations: Government Center, Public Works Department and Sheriff’s Department
- Five Locations: Government Center, Public Works Department, Sheriff’s Department, Child Support Department and the Johnson Building.

- Location Addresses:

Government Center  
801 E. Walnut Street  
Columbia, MO 65201

Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

Johnson Building  
601 E. Walnut  
Columbia, MO 65201

Boone County Sheriff Department  
2121 County Drive  
Columbia, MO 65202

Child Support Department  
22 N. 8<sup>th</sup> Street  
Columbia, MO 65201

2.5.2. **Building:** Storage facility should meet the following detailed specifications:

2.5.2.1. Constructed of concrete and steel.

2.5.2.2. Fully climate controlled.

2.5.2.3. Monitored for fire protection.

- 2.5.2.4. Security:
  - Perimeter contacts on all points of potential access.
  - Motion detectors inside building.
- 2.5.2.5. Entire security and fire protection system protected by uninterrupted power supply.
- 2.5.3. **Vault:** Vault should meet the following detailed specifications:
  - 2.5.3.1. Multi-layer design of fire rated drywall, sand and concrete block to retract heat from interior of vault.
  - 2.5.3.2. Utilized for Magnetic Media Storage only.
  - 2.5.3.3. Only company employees allowed access to the vault.
  - 2.5.4. **Service:** Service by Contractor shall meet the following detailed specifications:
    - 2.5.4.1. Provides access 24 hours a day, with courier service, seven (7) days a week, 365 days a year.
    - 2.5.4.2. Emergency response and delivery guaranteed within one (1) hour of initial call, 24 hours a day, 365 days a year.
    - 2.5.4.3. Scheduled pick-ups and deliveries to all County locations.
    - 2.5.4.4. Transport time of less than one hour from time of tape pick-ups until secured in storage vault.
    - 2.5.4.5. All pick-ups and deliveries performed by Contractor's employees only.
    - 2.5.4.6. Media tapes shall only be released to pre-approved individuals designated by County.
    - 2.5.4.7. Bidder shall have three years or greater experience in providing Media Storage.
- 2.6. **Subcontractors** – If Bidder proposes a multi-vendor or subcontracted approach, the responsibilities of each party and the assurances of performance offered shall clearly be identified. The County prefers to contract with a single or primary vendor.
- 2.7. **Descriptive Literature and Reports:** Bidders shall submit with their Bid complete descriptive literature and detailed specifications.
- 2.8. **ESTIMATED QUANTITIES** - The estimated quantities of backup tapes to be picked up by Contractor are estimated based on past usage for a 12-month period. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.9. **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.
  - 2.9.1. **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. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
  - 2.9.2. **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 \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
  - 2.9.3. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract 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.
  - 2.9.4. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, 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.

- 2.10. **DESIGNEE** – Michael Mallicoat, Director of Information Technology, 801 E. Walnut, Columbia, Missouri, 65201.
- 2.10.1. **Bid Clarification/Contact** – Melinda Bobbitt, CPPB, Director, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone (573) 886-4391; Facsimile (573) 886-4390 or email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)
- 2.11 **Payment** - Invoices should be submitted to the Information Technology Department of Boone County for payment which will be made 30 days after receipt of a correct and valid invoice.

**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. 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". **Note: Bid Submission and Bid Opening times are different.** 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** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com). If you wish to be advised of the outcome of this Bid via US mail, 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.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
  - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
  - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
  - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
  - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
  - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.
  - 3.5.4. **Award** – The County reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the County. If a split award is not acceptable to a bidder, it must be stated in the bid response.

**4. Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

**4.7. Pricing**

4.7.1.	Storage Price per Month for 0-20 Tapes	\$ _____
4.7.2.	Storage Price per Month for 0-20 Tapes	\$ _____
4.7.3.	Courier Service per Month for Pickup\Return of 0-20 Tapes for one location: Government Center	\$ _____
4.7.4.	Courier Service per Month for Pickup-Return of 0-20 Tapes for three locations: Government Center, Public Works Department, and Sheriff Department	\$ _____
4.7.5.	Courier Service per Month for Pickup/Return of 0-20 Tapes for five locations: Government Center, Public Works Department, Johnson Building, Sheriff Department and Child Support.	\$ _____
4.7.6.	Emergency Courier Service fee per occurrence outside of regular schedule on a weekday	\$ _____
4.7.7.	Emergency Courier Service fee per occurrence outside of regular schedule on weekends or holidays	\$ _____
4.7.8.	Maximum Percentage Increase for _____% 2nd Year _____% 3rd Year _____% 4 <sup>th</sup> Year _____% 5 <sup>th</sup> Year	
4.7.9.	Complete Daily Magnetic Media Tape Storage/Backup Service shall begin _____ days after notice to proceed.	

4.8. Will you honor the submitted prices for purchase of service by other entities in Boone County who participate in cooperative purchasing with Boone county, Missouri?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

4.9. **References** – Bidder must provide three (3) references for services rendered to public/commercial clients which are similar in size and scope.

- 4.9.1. **Reference #1**
- 4.9.1.1. Individual Name: \_\_\_\_\_
- 4.9.1.2. Company Name: \_\_\_\_\_
- 4.9.1.3. Address: \_\_\_\_\_
- 4.9.1.4. Telephone: \_\_\_\_\_
- 4.9.2. **Reference #2**

4.9.2.1. Individual Name: \_\_\_\_\_

4.9.2.2. Company Name: \_\_\_\_\_

4.9.2.3. Address: \_\_\_\_\_

4.9.2.4. Telephone: \_\_\_\_\_

4.9.3. **Reference #3**

4.9.3.1. Individual Name: \_\_\_\_\_

4.9.3.2. Company Name: \_\_\_\_\_

4.9.3.3. Address: \_\_\_\_\_

4.9.3.4. Telephone: \_\_\_\_\_

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

4.10. **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 Invitation 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.

4.10.1. Authorized Representative (Sign By Hand): \_\_\_\_\_ Date: \_\_\_\_\_

4.10.2. Print Name and Title of Authorized Representative  
\_\_\_\_\_



## EXHIBIT A

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

### *Standard Terms and Conditions*

**Melinda Bobbitt, CPPB, Director**  
(573) 886-4391 - FAX (573) 886-4390

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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 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.
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 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.

EXHIBIT B

STATEMENT OF BIDDER'S QUALIFICATIONS

(Return with Bid Response)

1. Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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3. General type of product sold and manufactured:

\_\_\_\_\_

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: \_\_\_\_\_

(b) Description of defaulted contracts and reason therefor:

\_\_\_\_\_  
\_\_\_\_\_

5. List banking references:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)