



## ***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](mailto:mbobbitt@boonecountymo.org)

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### ***Bid Data***

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Bid Number: **41-22JUN04**

Commodity Title: ***Upgrade and Maintenance of Video Arraignment Equipment***

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

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

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Day / Date: **TUESDAY – June 22, 2004**

Time: **10:25 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> 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***

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Day / Date: **TUESDAY – June 22, 2004**

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***

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- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- 5.0: **Statement of Bidder's Qualifications**
- 6.0: **Standard Terms and Conditions**
- Attachment A: **Drawing of Present Court Room Layout**  
**"No Bid" Response Form**  
**Prevailing Wage Order #10**

**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.
- 1.5. **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. **INTRODUCTION AND PURPOSE** - The purpose of this project is to **upgrade the two way audio and video communication between the Boone County Courthouse and the Boone County Correctional Facility for use with fiber optic communications.** The equipment will be used for video appearances by incarcerated defendants for their initial hearing before a judge. This bid will be awarded to one vendor who will be responsible for providing the equipment and supplies; providing or subcontracting all labor; installing the necessary cable, installing audio and video equipment; programming of present and proposed codec; and training the users. In addition, the County seeks a **maintenance agreement** to be provided by one Contractor for all the video arraignment equipment located in the Boone County Courthouse and at the Boone County Sheriff's Department.

2.1.1. The Base Bid will be awarded for the new equipment to include furnishing, delivery, installation and training, and either Alternate Bid One or Alternate Bid Two will be awarded for the maintenance of all equipment included on Attachment B or Attachment C.

2.1.2. **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. 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.

2.1.3. **Contract Duration** - The warranty and maintenance for the new equipment included on the Base Bid shall be effective for a period of one year. The warranty period will begin following installation completion and acceptance by the County. The initial contract period for maintenance from Alternate Bid Number One or Alternate Bid Number Two shall be effective from July 1, 2004 through June 30, 2005. The maintenance agreement awarded from Alternate Number One or Alternate Number Two is subject to and may be renewed annually for four (4) additional one (1) year periods following expiration of the first contract period.

2.1.4. **Contract Extension** - After the completion of the fourth renewal period, the maintenance Agreement will continue on a month-to-month basis until either party terminates the Agreement by providing the other party with 30 days prior written notice.

2.2. **GENERAL EQUIPMENT REQUIREMENTS:**

For the Furnishing, Delivery, Installation and Training of one (1) **Tandberg 2500 Codec, to be installed in the Boone County Courthouse at the Court Clerk's station.** A Tandberg 2500 Codec shall be installed and programmed to utilize fiber optic connection with Boone County Correctional Facility. The current codec at the jail shall be programmed in conjunction with the new codec to utilize the fiber connection. No substitutions or equivalents are allowed for the Tandberg 2500 Codec.

2.2.1. Attachment "A" indicates the present courtroom layout and equipment locations. Please note this drawing is not to scale.

2.3. **INSTALLATION, TESTING AND ACCEPTANCE**

2.3.1. **General Installation Requirements**

2.3.1.1. All equipment and wiring shall be installed in a manner that does not interfere with the decor of the room.

2.3.2. **Equipment Installation and Programming**

2.3.2.1. A new Tandberg 2500 Codec shall be installed at the Court Clerk's station in the ground floor courtroom of the Boone County Courthouse. This codec shall be programmed to connect via fiber optic communication to the existing Tandberg 2500 Codec at the Boone County Correctional Facility.

2.3.2.2. The new Tandberg 2500 Codec shall be integrated with all of the equipment in the ground floor courtroom that is currently connected to the Tandberg codec that is being replaced. This includes, but is not limited to, a VCR, 3-microphones, 3-cameras, 4-monitors, 1-audio recorder, 1-quad controller,

and a courtroom sound system.

2.3.2.3. The current codec at the jail shall be programmed in conjunction with the new codec to utilize the fiber connection.

2.3.3. **County Responsibilities**

2.3.3.1. During the progress of the installation, the County will allow the Contractor and its employee's access to the premises and facilities at all reasonable hours; however courtroom installation must be scheduled around court sessions.

2.3.3.2. County will provide Contractor access to temporary storage areas at the courthouse and the correctional facility. Each are approximately 5 foot by 10 foot.

2.3.3.3. County will provide heat or cooling when required and general illumination in rooms in which work is to be performed or materials stored.

2.3.3.4. County will furnish adequate detailed drawings of the buildings to allow installation of equipment by the Contractor.

2.3.3.5. County will provide access to existing conduit and provide Contractor access to these adjacent areas where and when required.

2.3.3.6. County will provide 110 volts, 60 Hz commercial power where necessary for the installation and future operation of equipment.

2.3.3.7. County will promptly make inspections when notified by the Contractor that the equipment or any part thereof, is ready for acceptance.

2.3.3.8. County will provide a fiber optic communication line from the courthouse to the correctional facility.

2.3.4. **Contractor Responsibilities**

2.3.4.1. Contractor shall provide the initial setup of equipment and programming in order to have a fully installed and operating system.

2.3.4.2. Contractor understands when terms in this bid - *provide-*, *-furnish-*, *-supply*, *or -install-*, *etc.*, are used, it shall be interpreted as requiring the Contractor to both furnish and/or install materials, unless specific provisioning/installation of the materials by the County is denoted.

2.3.4.3. Contractor is required to obtain the County's permission before processing and/or proceeding with any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors, or partition ceilings.

2.3.4.4. Contractor shall be responsible for and repair all damage to the building due to carelessness of his/her workers, and exercise reasonable care to avoid any damage to the building due to carelessness of the workers, and must report to the County any damage to the building which may exist or may occur during the occupancy of the quarters.

2.3.4.5. Contractor shall conduct tests and inspections after installation has been completed in order that the County may be assured that the requirements for the installation are met.

2.3.4.6. Contractor shall notify County of intended completion of the installation at least one week prior to completion.

2.3.4.7. Contractor shall promptly correct all defects for which the Contractor is responsible.

2.3.4.8. Contractor must coordinate all work with the County Representative before the commencement of the installation.

2.3.4.9. Contractor shall install any cable or other materials in the Courthouse and the Jail using the same standard as used in installing similar materials in the original construction of the respective buildings. All interior cable that is not installed in conduit must be plenum rated cable.

2.3.4.10. During the progress of the work, the Contractor shall remove rubbish and debris and tools and equipment upon completion of each work day. Storage areas referenced above may be used for temporary storage of materials during installation process. The Contractor must remove all tools and equipment, and must leave the premises clean and neat upon completion of the project.

2.3.4.11. Contractor may use subcontractors to perform work. However, all responsibilities rest with the Contractor.

2.3.5. **Test/Acceptance Criteria**

2.3.5.1. Provide separate modulation adjustments for CTCSS/DCS and transmit audio.

2.4. **RECEIVER SPECIFICATIONS:**

- 2.4.1. The Bidder's bid response must contain an outline of the tests that the Contractor will perform to assure the County that the system installation is complete and that all components are in working order.
- 2.4.2. One complete set of user manuals, technical manuals, and spare part lists shall be provided by Contractor.
- 2.5. **ON-SITE SERVICE AND MAINTENANCE** - The service contract shall provide labor, parts, travel, technical resources and support for consultation on major problems, and records of service and administration for the attached list of video arraignment equipment located in the Boone County Court House and the Boone County Sheriff's Department. The first year of maintenance shall not include the newly installed Tandberg 2500 Codec, but future renewal periods shall include this equipment.
  - 2.5.1. Bidder must provide maintenance and service prices as requested for all items in the bid.
  - 2.5.2. Pricing must be firm for the first 12 months of the maintenance contract. Maintenance prices and renewal period proposed pricing will be considered in the cost analysis of the bid award.
  - 2.5.3. Bidder must guarantee that maintenance prices will not increase more than 5% per year for the four (4) renewable contract periods following the initial contract period. County reserves the right to terminate or cancel any agreement with thirty (30) days written notice to the Contractor.
  - 2.5.4. Maintenance contract fees shall be billed 30 days prior to the expiration of the equipment warranty and/or any current maintenance contract.
  - 2.5.5. Emergency service calls must be responded to within four working hours of the call. Non-emergency calls must be responded to within 16 working hours. Determination of Emergency or Non-Emergency call status will be at the discretion of the County representative.
  - 2.5.6. The newly installed Tandberg 2500 Codec shall be under warranty for a period of one year. The warranty period will begin following installation completion and acceptance by the County. The warranty shall include parts, labor, travel, technical support and service records. The Contractor agrees that the supplies or services furnished in this bid shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid or by law.
  - 2.5.7. Contractor shall be required to handle all warranty repair requests on behalf of the County. In the event of equipment failures requiring shipping to manufacturer, Contractor shall provide replacement equipment at no additional charge to the County.
- 2.6. **TRAINING**
  - 2.6.1. Contractor shall provide one on-site training session for a maximum number of four (4) courthouse staff. Staff must have a good understanding of the system and its' operation upon completion of the training. Length of training shall be determined by the Contractor and must be listed in the bid on the *Response Page* or attached as supplemental information. Cost for this initial training must be included in the project cost.
  - 2.6.2. Training shall be scheduled at times mutually agreed to by the County and the Contractor. The Contractor will be required to provide a hands-on system training at the County's site.
- 2.7. **CONTRACTUAL RELATIONSHIP** - Nothing in this bid request creates any contractual relationship between Boone County and the Bidder, Contractor, Subcontractor or Supplier. However, bidding statements contained in the response of the successful bidder will become a part of the contract for equipment and services.
- 2.8. **PROJECT DELAYS**
  - 2.8.1. If after any award of the contract, the Contractor becomes aware of possible problems that could result in delay in completion of the system or schedule; the bidder must immediately notify the designated representative of the County by telephone, with confirmation in writing, giving the cause and probable effect, with recommendation for alternative action.
  - 2.8.2. Nothing in response to paragraph 2.8.1. will be interpreted as relieving the Contractor of the contractual responsibilities; however, failure to notify promptly will be basis for determining Contractor negligence in an otherwise excusable delay.
  - 2.8.3. The County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed.

- 2.8.4. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge(s). The County shall have the right to remove any Contractor who defaults on any contract with the County from all bidders' list(s).
- 2.9. **STATUTORY REQUIREMENTS**
- 2.9.1. All applicable federal and state laws and the rules and regulations of all local authorities having jurisdiction over communications and electrical construction will apply to the contract throughout. They will be deemed to be incorporated into the contract.
- 2.10. **EXCEPTIONS TO THE REQUEST FOR BID**
- 2.10.1. It is anticipated that bidders may find instances where the proposed system may not be consistent with specifications contained in this Request for Bid. Inability to meet any specified requirement must be stated and thoroughly explained. Acceptance of the exceptions will be completely at the discretion of Boone County.
- 2.10.2. Bidders are encouraged to submit multiple bids. Bidders can respond to the specification as outlined in this RFB with a "primary" response and supply complete information for this system. "Secondary" bids need only include information which differs from the primary bid. Clearly mark and separate the primary response from any secondary response. Mark the secondary response as **Alternate Bid**.
- 2.11. **MATERIAL STANDARDS** - All materials or equipment furnished shall meet the minimum requirements of the Occupational Safety and Health Standards (OSHA) published in the Federal Register.
- 2.12. **PATENTS** - The Contractor shall defend, indemnify and save harmless, the County, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.
- 2.13. **CHANGES** - The County may at any time, by a written order, make changes within the general scope of this contract in (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (b) method of shipment or packing, and (c) place of delivery. If any such change causes an increase or decrease, an equitable adjustment shall be made by written modification of the contract. Any claim by the Contractor for adjustment under this clause must be made within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided that the County decides that the facts justify such action, may receive and act upon such claim if submitted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- 2.14. **DISPUTES** - If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and the County shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the County with advice of Counsel shall resolve the dispute and send a written copy of the decision to the Contractor.
- 2.15. **TERMINATION FOR DEFAULT** - The County may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of re-procuring similar supplies or services; provided, that if (a) it is determined for any reason that the Contractor was not in default or, (b) the Contractor's failure to perform is beyond his or his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
- 2.16. **BOONE COUNTY INSURANCE REQUIREMENTS**
- 2.16.1. **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.
- 2.16.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees

employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

- 2.16.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 2.16.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.16.5. **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 \$2,000,000.00 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.
- 2.16.6. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri 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.
- 2.16.7. **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.
- 2.17. **PREVAILING WAGE RATES** – Prevailing Wage Rates will apply to the installation of the new equipment award from this contract, but not to the maintenance agreement award of contract. The Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.17.1. **Prevailing Annual Wage Order Number 10** is attached. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org); or call (573) 886-4391.
- 2.17.2. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations,

and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

- 2.17.3. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.17.4. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.17.5. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.17.6. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.
- 2.17.7. The attached prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.18. **DISCOUNTS** - Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the County, whichever is later. For discount purposes, payment is made when the check is mailed.
- 2.19. **MAINTENANCE EQUIPMENT DESIGNEE – To view video arraignment equipment included in the maintenance for Alternate Bid One and Alternate Bid Two, contact** Boone County 13th Judicial Circuit Court, Melody Garnett, Technology Services Supervisor, 701 E. Walnut, Columbia, Missouri, 65201. Telephone: (573) 886-4085; Facsimile: (573) 886-4186; E-mail: Melody\_Garnett@osca.state.mo.us.
- 2.20. **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; E-mail: Mbobbitt@boonecountymmo.org.
- 2.21. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices shall be mailed to the Designee.
- 2.22. **DELIVERY** - FOB Destination - Delivery to the Boone County Courthouse. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.



**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](http://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.
  - 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. **Award** - The County reserves the right to award on by "category" or "all or none" basis. 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.
  - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

**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. 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:  
\_\_\_\_\_
- 4.7.3. Today’s Date: \_\_\_\_\_

**The County intends to award the Base Bid and either Alternate Bid One or Alternate Bid Two.**

4.8.1.	<b>BASE BID: Equipment: Tandberg 2500 Codec with installation and training per section 2.2. (Includes warranty and maintenance for one year).</b>			\$ _____
4.8.2.	<b>ALTERNATE BID ONE: GRAND TOTAL from Annual Maintenance agreement for equipment included on 4.8.8. (Bidder shall complete break down of pricing on 4.8.8.)</b>			\$ _____
4.8.3.	<b>ALTERNATE BID TWO: GRAND TOTAL from Annual Maintenance agreement for equipment included on 4.8.9. (Bidder shall complete break down of pricing on 4.8.9.)</b>			\$ _____
4.8.4.	<b>Renewal Option:</b> The County shall have the sole option to renew the maintenance portion of this contract for equipment from the award from either Alternate Bid One or Alternate Bid Two in one year increments for a total accumulated period of additional years. If the options are exercised, the Contractor shall charge the County the same prices as quoted originally except as modified in the paragraph below. All modifications shall be computed against the original unit price. Bidders are to state if prices are firm for these renewal periods.  Yes _____ No _____			

	<p>If no, please indicate the maximum percentage of increase or decrease for each renewal:</p> <p><b>First Renewal:</b>           + _____ %           - _____ %  <b>Second Renewal:</b>       + _____ %           - _____ %  <b>Third Renewal:</b>         + _____ %           - _____ %  <b>Fourth Renewal:</b>        + _____ %           - _____ %</p> <p>Note: These renewal options will be used in the evaluation.</p>
4.8.5.	Work will begin on this project _____ days after receipt of <i>Notice to Proceed</i> .
4.8.6.	Work will be completed _____ days after receipt of <i>Notice to Proceed</i> .
4.8.7.	<b>ADDITIONAL RESPONSE INFORMATION</b> - Using additional sheets, bidders are asked to provide the following information.
4.8.7.1.	Detail the cost for each piece of equipment required to meet the specifications in Section 2 of this request to supplement and detail the pricing responded to in section 4.8.1. This price will include unit prices, extended totals, installation, shipping and any other costs associated with this project.
4.8.7.2.	Describe your design of the system and indicate any provisions that are beyond the minimum specifications in Section 2 of this request.
4.8.7.3.	Describe the reliability of the system you have proposed.
4.8.7.4.	Variances from the specifications are not encouraged; however a provision in the specifications may be unintentionally restrictive. List all variances from the specifications and justification for said variance.
4.8.7.6.	Describe the tests to be performed upon installation of the system to assure it is in proper working order and in compliance with the specifications of this request.
4.8.7.7.	Describe usage of subcontractors and list by name, address and telephone number.
4.8.7.8.	Discuss the ongoing maintenance of the system. What company (ies) will provide ongoing maintenance? Where are the service personnel located? What are the average and guaranteed response times? Are remote diagnostics available for any parts of the system?
4.8.7.9.	Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract for the Tandberg 2500 Codex. If the warranty period on the Tandberg 2500 Codex is not a one-year warranty from installation, how long is the warranty period?
4.8.7.10.	List controls or equipment in addition to the base bid and add alternate bids that would improve the operation, ease of use, or quality that, as a vendor, you would recommend that the Court consider. All prices should include all part, labor and installation costs.

**4.8.8. Maintenance Equipment for Alternate Bid One (does include monitors).**

(The Base Bid will be awarded and either Alternate Bid One or Alternate Bid Two).

Current Equipment for maintenance listed below. Additional Tandberg 2500 Codec being purchased now will need to be included in maintenance agreement once warranty has expired. Renewal maintenance contracts shall include the new Tandberg 2500 Codec. Most of the following equipment was purchased and installed in April 1997. Exceptions include microphones which were replaced in approximately 2001, the monitor at the Bond Investigation site which is dated July 1998 and was replaced in 2003, and the JVC monitor at the Jail which is dated June 2003.

<u>Section</u>	<u>Court System Equipment:</u>	<u>Model #</u>	<u>Serial #</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.8.8.1.	1 - Modified MT1 Controller	N/A	N/A	\$ _____	\$ _____
4.8.8.2.	1 - Panasonic Quad Unit	WJ-420		\$ _____	\$ _____
4.8.8.3.	4 - Crown Microphones	Phase coherent	cardinoids	\$ _____	\$ _____
4.8.8.4.	3 - Panasonic Cameras	WV-CP412	73B17909, 73B17870, 62B12731	\$ _____	\$ _____
4.8.8.5.	1 - Sony VCR	SVO-1420	0507703	\$ _____	\$ _____
4.8.8.6.	1 - Infrared wire transmitter	N/A	N/A	\$ _____	\$ _____
4.8.8.7.	1 - Video Distribution Amp	SS 2100-6		\$ _____	\$ _____
4.8.8.8.	1 - Rack Mount	N/A	N/A	\$ _____	\$ _____
4.8.8.9.	1 - Roller Cast Assembly	N/A	N/A	\$ _____	\$ _____
4.8.8.10.	3 - 13" Panasonic <b>Monitors</b>	13"CT-1384Y	LB70730008 MB70720350 LB70730010	\$ _____	\$ _____
4.8.8.11.	1 - 27" Panasonic <b>Monitor</b>	27" CT-2785Y	MC70900351	\$ _____	\$ _____
4.8.8.12.	1 - Time Date ID Generator	Crest TDG-2001		\$ _____	\$ _____
4.8.8.13.	1 - Remote Control			\$ _____	\$ _____
<b><u>Jail System Equipment:</u></b>					
4.8.8.14.	1 - Tandberg 2500 Codec	Tandberg 2500	2014476	\$ _____	\$ _____
4.8.8.15.	1- 20" Sony <b>Monitor</b>	KV-20FS100	4276823	\$ _____	\$ _____
4.8.8.16.	1 - Tandberg Camera			\$ _____	\$ _____
4.8.8.16.	1 - 6 mm lens			\$ _____	\$ _____
4.8.8.17.	1 - Microphone	AudioTechnica	N/A	\$ _____	\$ _____
4.8.8.18.	1 - Speaker assembly	N/A	N/A	\$ _____	\$ _____
4.8.8.19.	1 - Steel Locking Cabinet	N/A	N/A	\$ _____	\$ _____
4.8.8.20.	1 - Glass Mirror	N/A	N/A	\$ _____	\$ _____
4.8.8.21.	1 - Remote Control			\$ _____	\$ _____
<b><u>Bond Investigation site (break room) Equipment:</u></b>					
4.8.8.22.	1 - JVC <b>Monitor</b>	20"AV-20920	12319122	\$ _____	\$ _____
4.8.8.23.	1 - Tandberg Camera	WV-CP410	72B21778	\$ _____	\$ _____
4.8.8.24.	1 - Shure Microflex mic Cardioid	Condenser MX393/C		\$ _____	\$ _____
4.8.8.25.	1 - Speaker Assembly	MTX Blueprint	WR5W	\$ _____	\$ _____
4.8.8.26.	1 - Wood locking Cabinet	N/A	N/A	\$ _____	\$ _____
4.8.8.27.	1 - Glass Mirror	N/A	N/A	\$ _____	\$ _____
<b>TOTAL (4.8.8.1. through 4.8.8.27. extended column)</b>				\$ _____	
<b>Renewal Period One:</b>					
4.8.8.29.1 - Tandberg 2500 Codec (located in Court System)				\$ _____	\$ _____
<b>GRAND TOTAL (TOTAL + Renewal Period One)</b>					\$ _____

**4.8.9. Maintenance Equipment for Alternate Bid Two (does not include monitors).**

Current Equipment for maintenance listed below. Additional Tandberg 2500 Codec being purchased now will need to be included in maintenance agreement once warranty has expired. Renewal maintenance contracts shall include the new Tandberg 2500 Codec. Most of the following equipment was purchased and installed in April 1997. Exceptions include microphones which were replaced in approximately 2001, the monitor at the Bond Investigation site which is dated July 1998 and was replaced in 2003, and the JVC monitor at the Jail which is dated June 2003.

<b><u>Court System Equipment:</u></b>		<b><u>Model #</u></b>	<b><u>Serial #</u></b>	<b><u>Unit Price</u></b>	<b><u>Extended Price</u></b>
4.8.9.1.	1 - Modified MT1 Controller	N/A	N/A	\$ _____	\$ _____
4.8.9.2.	1 - Panasonic Quad Unit	WJ-420		\$ _____	\$ _____
4.8.9.3.	4 - Crown Microphones	Phase coherent cardioids		\$ _____	\$ _____
4.8.9.4.	3 - Panasonic Cameras	WV-CP412	73B17909 73B17870 62B21731	\$ _____	\$ _____
4.8.9.5.	1 - Sony VCR	SVO-1420	0507703	\$ _____	\$ _____
4.8.9.6.	1 - Infrared wire transmitter	N/A	N/A	\$ _____	\$ _____
4.8.9.7.	1 - Video Distribution Amp	SS 2100-6		\$ _____	\$ _____
4.8.9.8.	1 - Rack Mount	N/A	N/A	\$ _____	\$ _____
4.8.9.9.	1 - Roller Cast Assembly	N/A	N/A	\$ _____	\$ _____
4.8.9.10.	1 - Time Date ID Generator	Crest TDG-2001		\$ _____	\$ _____
4.8.9.11.	1 - Remote Control			\$ _____	\$ _____

**Jail System Equipment:**

4.8.9.12.	1 - Tandberg 2500 Codec	Tandberg 2500	2014476	\$ _____	\$ _____
4.8.9.13.	1 - Tandberg Camera			\$ _____	\$ _____
4.8.9.14.	1 - 6 mm lens			\$ _____	\$ _____
4.8.9.15.	1 - Microphone	AudioTechnica	N/A	\$ _____	\$ _____
4.8.9.16.	1 - Speaker assembly	N/A	N/A	\$ _____	\$ _____
4.8.9.17.	1 - Steel Locking Cabinet	N/A	N/A	\$ _____	\$ _____
4.8.9.18.	1 - Glass Mirror	N/A	N/A	\$ _____	\$ _____
4.8.9.19.	1 - Remote Control			\$ _____	\$ _____

**Bond Investigation site (break room) Equipment:**

4.8.9.20.	1 - Tandberg Camera	WV-CP410	72B21778	\$ _____	\$ _____
4.8.9.21.	1 - Shure microphone mic	Cardiod Condenser	MX393/C	\$ _____	\$ _____
4.8.9.22.	1 - Speaker Assembly	MTX Blueprint	WR5W	\$ _____	\$ _____
4.8.9.23.	1 - Wood locking Cabinet	N/A	N/A	\$ _____	\$ _____
4.8.9.24.	1 - Glass Mirror	N/A	N/A	\$ _____	\$ _____
4.8.9.25.	1 - Remote Control			\$ _____	\$ _____

**TOTAL** (4.8.9.1. through 4.8.9.25. extended column) \$ \_\_\_\_\_

**Renewal Period One:**

4.8.9.26.	<b>1 - Tandberg 2500 Codec (located in Court System)</b>			\$ _____	\$ _____
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**GRAND TOTAL (TOTAL + Renewal Period One)** \$ \_\_\_\_\_

4.9. **References** – Provide contact names, company names, addresses and telephone numbers of three references who have purchased similar audio/video equipment from your firm. If the work presented in this bid is intended to be subcontracted, these references should be for the subcontractor.

**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: \_\_\_\_\_

**5.0 STATEMENT OF BIDDER'S QUALIFICATIONS**

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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)



**Boone County Purchasing**

601 E. Walnut, Room 208

Columbia, MO 65201

**Melinda Bobbitt, Director**

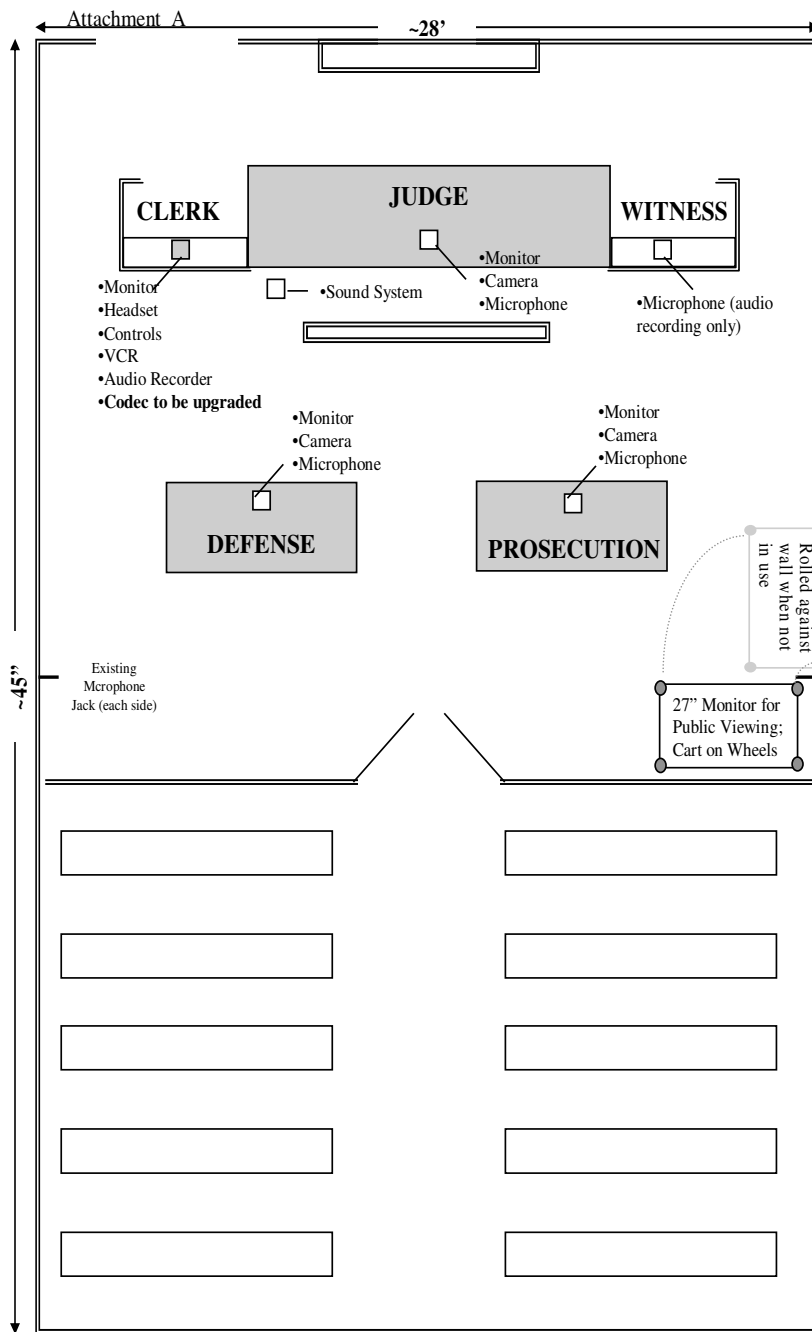
Phone: (573) 886-4391 – Fax: (573) 886-4390

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**6.0 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.





Not to scale

ATTACHMENT A



*“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

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**“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: 41-22JUN04 - Upgrade and Maintenance of Video Arraignment Equipment**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_