



## **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: **81-13DEC05**  
Commodity Title: **Electronic Media 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 – December 13, 2005**  
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 – December 13, 2005**  
Time: **10:30 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, 2006 through December 31, 2006, and may be automatically renewed yearly for an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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 **Electronic Media 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, 2006 through December 31, 2006, 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 and AS/400 every night. The media (currently tapes) are labeled, cycled and re-used in the daily backups. The County backups are performed every business day, Monday through Friday.
- 2.4. **Introduction and Purpose:** The purpose of this bid is to provide a complete daily **Electronic Media Off-Site Storage Service** for providing daily (Monday – Friday) pickup of Electronic Media, storage of media, and a rotation and return of media. Electronic media is defined as magnetic tapes, CDs, DVDs, etc. This will result in dropping off the media currently in storage and picking up the backup media created two business days prior to the current day, and storing said media 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 media, and 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 transport up to 20 media per day.
- 2.5.1.2. Media shall be picked up from one site daily, Monday through Friday by courier service.
- 2.5.1.3. Bidder shall provide pricing on response page for scheduled pick up and delivery of media to one location – Boone County Government Center at 801 E. Walnut, Columbia, MO 65201.
- 2.5.2. **Building:** Storage facility should meet the following detailed specifications:
- 2.5.2.1. Constructed of concrete and steel, or a comparable solution (provide details).
- 2.5.2.2. Monitored for fire protection.
- 2.5.2.3. Security:
- Perimeter contacts on all points of potential access.
  - Motion detectors inside building.
- 2.5.2.4. 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, or equivalent (provide details).
- 2.5.3.2. Only contractor employees allowed access to the vault. Provide detailed security plan.
- 2.5.4. **Service:** Service by Contractor shall meet the following detailed specifications:
- 2.5.4.1. Provides emergency-response access 24 hours a day, with courier service, seven (7) days a week, 365 days a year.
- 2.5.4.2. Emergency response and availability and/or delivery guaranteed within one (1) hour of initial call, 24 hours a day, 365 days a year.
- 2.5.4.3. Transport time of less than one hour from time of tape pick-ups until secured in storage vault.
- 2.5.4.4. All pick-ups and deliveries performed by Contractor’s employees only.
- 2.5.4.5. Media tapes shall only be released to pre-approved individuals designated by County.
- 2.5.4.6. Bidder shall provide information on how long they have been providing Media Storage services.
- 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 media 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 which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 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, 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.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. 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 and shall cause each subcontractor to provide Employers' Liability Insurance for the protection 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 \$1,000,000.00 per project 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **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.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, 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.

- 2.9.3. **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.

- 2.9.4. **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.
- 2.10. **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@boonecountymo.org](mailto:mbobbitt@boonecountymo.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). Then select "Purchasing" along the left of the web page.
- 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 Electronic Media for permanent storage in vault:	\$ _____
4.7.2.	Storage Price per Month per each additional 0-10 Electronic Media sets:	\$ _____
4.7.3.	Courier Service per Month for Pickup\Return of 0-20 Electronic Media for one location: Government Center	\$ _____
4.7.4.	Emergency Courier Service fee per occurrence outside of regular schedule on a weekday	\$ _____
4.7.5.	Emergency Courier Service fee per occurrence outside of regular schedule on weekends or holidays	\$ _____
4.7.6.	Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year _____ % 4 <sup>th</sup> Year _____ % 5 <sup>th</sup> Year	
4.7.7.	Complete Daily Electronic Media 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: \_\_\_\_\_

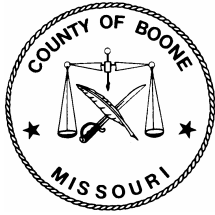
**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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 therefore:

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

5. List banking references:

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

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

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

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

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

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



***“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: 81-13DEC05 – Electronic Media Storage Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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