



Request for Bid (Bid)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Tyson Boldan, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **37-12SEP11**
Commodity Title: **Boone County D.A.R.E. T-Shirt and D.A.R.E. Workbooks Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, SEPTEMBER 12, 2011**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

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

Bid Opening

Day / Date: **MONDAY, SEPTEMBER 12, 2011**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

Bid Contents

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

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. 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, 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. 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. Please check our web site to ensure that you have received all addendums.
- 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. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **D.A.R.E. (Drug Abuse Resistance Education) Workbooks and D.A.R.E T-shirts with the Boone County Missouri Sheriff Logo printed on the back** to the Boone County Sheriff’s Department on an *as needed* basis as detailed in the following specifications.
- 2.1.1. The County reserves the right to award to one or multiple respondents. The County reserves the right to award on an ‘all or none’ basis or by ‘group’. The County realizes awarding on a ‘group’ basis may be impossible for some or all groups. Price compared to convenience of one vendor per group will be evaluated and award shall be based on the best value to the County. Vendors are encouraged to bid on those items they can provide and are not required to bid on all items requested.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **the date of award through June 30, 2012**. This contract is subject to **renew annually for three (3) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **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 termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **QUANTITY** – All orders shall be placed based upon need. The County reserves the right to deviate from estimated expenditure amount listed in this bid document. Quantities will not be ordered all at once, but at an as needed basis throughout the contract term. \$5,000 is budgeted annually to purchase from this contract. This information is provided for informational purpose only and is not a guarantee of expenditure on the part of the County.
- 2.7. **D.A.R.E. T-SHIRT SPECIFICATIONS**
- 2.7.1. Prior to delivery, all items must be labeled with the size with indelible ink that will remain and not wash out during the life of the garment.
- 2.7.2. Shirts should be guaranteed for six months against fraying, loose stitching and tearing under normal day to day use.
- 2.7.3. Evaluation of shirts will be based upon fabric grades, fabric quality, printing, general construction, cost and delivery.

- 2.7.4. All t-shirts shall have the Boone County Logo (referenced page 10 of this document) printed on the back unless otherwise specified. Boone County Sheriff Department Logo shall have approximately a 10.5” outside diameter.
- 2.7.5. An Alternate bid is provided on the Response Form to bid shirts without County logo on back.
- 2.7.6. Boone County Logo shall be of a different and contrasting color to that of the t-shirt color. If the t-shirt is red the Boone County Logo shall be black. If the t-shirt is black, the Boone County Logo shall be red. If the t-shirt is white, the Boone County Logo shall be red.
- 2.8. **D.A.R.E. WORKBOOK SPECIFICATIONS**
- 2.8.1. Bidders shall provide pricing on the Response Form for D.A.R.E. workbooks including English – Elementary D.A.R.E. Workbooks and English – Middle School Keepin’ it Real Workbooks.
- 2.9. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.9.1. **Samples:** Samples of specific items may be requested before final award is made. Failure to include samples could cause a bid to be considered non-responsive and not considered for award. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.9.2. All respondents to this Request For Bid must have the proper trademark and copyright certification in order to sell D.A.R.E materials.
- 2.9.3. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.9.4.. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.
- 2.9.5. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding County holidays.
- 2.10. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.11. **NON-EXCLUSIVITY** - The County reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 2.12. **DESIGNEE** – Boone County Sheriff Department
- 2.13. **Bid Clarification** – Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder should 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. All Responses should be submitted using the provided Response Sheet. Every question should be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested should be included with the response.
- 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** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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. **Please submit the No Bid Response Form (last page) if not submitting a bid.**
- 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.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.9. **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.

4.9.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.9.2. Print Name and Title of Authorized Representative

_____ Date: _____

4.10. Delivery After Receipt of Order: _____

4.11. Maximum Percentage Increase for ____% 1st Renewal ____% 2nd Renewal ____% 3rd Renewal

4.12. Percent discount from catalog for other item(s) that may be ordered during the term of the contract that are not listed within this bid: ____%.

4.13. Does Bidder have proper trademark and copyright certification in order to sell D.A.R.E materials?
____ Yes ____ No

4.14. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

4.15. **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.**

4.16. Response sheet:

4.16.1. T-Shirts: Classic D.A.R.E. graduation t-shirts. Must be available in black, red or white with the standard D.A.R.E. logo on the front and the Boone County Sheriff Department (BCSD) logo on the back. BCSD logo on back shall be contrasting (logo shall be white on black and red t-shirts and logo shall be black on the white t-shirt). BCSD logo shall have an approximate 10.5” outside diameter. Please note that Boone County is expecting to purchase approximately \$5,000 a year in D.A.R.E. shirts.

T-Shirt: Classic Graduation with standard D.A.R.E. logo on the front and Boone County Logo on Back	Unit Price	Extended Total
Size: Small Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: Medium Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: Large Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: XL Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: XXL Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: XXXL Color: Red With Boone County Logo on back in black	\$ _____	\$ _____
Size: Small Color: Black With Boone County Logo on back in white	\$ _____	\$ _____
Size: Medium Color: Black With Boone County Logo on back in white	\$ _____	\$ _____
Size: Large Color: Black With Boone County Logo on back in white	\$ _____	\$ _____
Size: XL Color: Black With Boone County Logo on back in white	\$ _____	\$ _____
Size: XXL Color: Black With Boone County Logo on back in white	\$ _____	\$ _____

Size: XXXL Color: Black With Boone County Logo on back in white	\$ _____	\$ _____
Size: Small Color: White With Boone County Logo on back in black	\$ _____	\$ _____
Size: Medium Color: White With Boone County Logo on back in black	\$ _____	\$ _____
Size: Large Color: White With Boone County Logo on back in black	\$ _____	\$ _____
Size: XL Color: White With Boone County Logo on back in black	\$ _____	\$ _____
Size: XXL Color: White With Boone County Logo on back in black	\$ _____	\$ _____
Size: XXXL Color: White With Boone County Logo on back in black	\$ _____	\$ _____

4.16.2. Alternate Number 1 (No County Logo Printing): T-Shirts: Classic D.A.R.E. graduation t-shirts. Must be available in black, red or white with the standard D.A.R.E. logo on the front

T-Shirt: Classic Graduation with standard D.A.R.E. logo on the front (no logo on the back)	Unit Price	Extended Total
Size: Small Color: Red	\$ _____	\$ _____
Size: Medium Color: Red	\$ _____	\$ _____
Size: Large Color: Red	\$ _____	\$ _____
Size: XL Color: Red	\$ _____	\$ _____
Size: XXL Color: Red	\$ _____	\$ _____
Size: XXXL Color: Red	\$ _____	\$ _____
Size: Small Color: Black	\$ _____	\$ _____

Size: Medium Color: Black	\$ _____	\$ _____
Size: Large Color: Black	\$ _____	\$ _____
Size: XL Color: Black	\$ _____	\$ _____
Size: XXL Color: Black	\$ _____	\$ _____
Size: XXXL Color: Black	\$ _____	\$ _____
Size: Small Color: White	\$ _____	\$ _____
Size: Medium Color: White	\$ _____	\$ _____
Size: Large Color: White	\$ _____	\$ _____
Size: XL Color: White	\$ _____	\$ _____
Size: XXL Color: White	\$ _____	\$ _____
Size: XXXL Color: White	\$ _____	\$ _____

4.16.3. D.A.R.E. Workbooks:	Estimated Quantity	Unit Price	Extended Total
Workbook: English – Elementary D.A.R.E.	400	\$ _____/bo x of 100	\$ _____
Workbook: English – Middle School – Keepin' It Real	400	\$ _____/bo x of 100	\$ _____



This logo will be on the back of all T-Shirts unless otherwise specified.

(Please complete and return with bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Standard Terms and Conditions

Tyson Boldan, Buyer

Phone: (573) 886-4392 - FAX (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department/Office 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 may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.
13. 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 a state or other governmental entities contract under more favorable terms.

14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

“No Bid” Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 37-12SEP11 – Boone County D.A.R.E. T-Shirts and Workbooks Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

