



Request for Bid (Bid)

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing
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Bid Data

Bid Number: **59-23DEC11**
Commodity Title: **Radar Unit(s) for the Boone County Sheriff**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, DECEMBER 23, 2011**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
613 E. Ash Street
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**
Debarment Form
Certification of Individual Bidder
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. 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. 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. 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 contract for the furnishing and delivery of **Radar Units** to the Boone County Sheriff’s Department as detailed in the following specifications.
- 2.2. **QUANTITY** – The Boone County Sheriff’s Department is seeking bids for One (1) to Four (4) RADAR units to utilize for law enforcement speed detection. Depending on the price, our agency seeks to purchase one (1) to four (4) RADAR units. The purchase will occur shortly after January 1, 2012.
- 2.3. **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 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. **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.
- 2.5. **RADAR UNIT REQUIREMENTS** -
 - 2.5.1. RADAR unit must utilize Doppler RADAR technology and transmit in the K Band or Ka Band frequency.
 - 2.5.2. RADAR unit must have an easy to read LCD display capable of being read at night/in the dark.
 - 2.5.3. RADAR unit must come with a "cigarette plug" power cord.
 - 2.5.4. RADAR Unit must operate in both stationary mode and moving mode.
 - 2.5.5. RADAR Unit must have a minimum accuracy for the following modes:
 - Stationary: +/- 1 mph
 - Moving: +2/-3 mph for moving mode
 - 2.5.6. RADAR Unit must utilize digital signal processing and be capable of tracking multiple vehicles.
 - 2.5.7. RADAR Unit must have FASTEST mode (be able to display not only the strongest signal, but also the fastest target speed).
 - 2.5.8. RADAR Unit must be capable of be used in Moving Opposite Direction mode and Moving Same Direction mode.
 - 2.5.9. RADAR unit must include handle enabling unit to be used as a hand held stationary RADAR unit.
 - 2.5.10. Must include a dash mounting device, which can be utilized in both Stationary and Moving Radar.
 - 2.5.11. RADAR unit must include a wireless Remote Control to use while RADAR Unit in Dash Mount.
 - 2.5.12. RADAR Unit must be a directional RADAR unit (Directional Sensing Technology).
 - 2.5.13. RADAR Unit must be capable of determining whether a target vehicle is traveling faster or slower than patrol speed while in Moving Same Direction mode (without operator input being required).
 - 2.5.14. RADAR unit must allow for locking of target speed and allow tracking of the target speed beyond the locked speed.
 - 2.5.15. RADAR Unit must utilize a beam width of 12 degrees or less (horizontal)
 - 2.5.16. RADAR Unit must have adjustable audio
 - 2.5.17. RADAR unit must come with TWO SETS (4 tuning forks) of tuning forks (per unit).
 - 2.5.18. RADAR unit must be capable of detecting speeds in the following ranges:
 - Stationary Mode: 15 mph - 195 mph target speed
 - Moving Mode: Opposite Lane - (20 mph - 195 mph for target speed) (12 - 80 mph for acquisition for patrol speed)
- 2.6. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
 - 2.6.1. The County understands there are additional options available on many RADAR units, such as rechargeable batteries, battery chargers, and carrying cases. We are seeking units to install in fleet patrol vehicles, therefore are not seeking those additional options which may cause a bid to be

inflated. In addition, we are already utilizing RADAR units from some companies likely to respond to this bid request. Depending on whether we currently own specific dash mounts, we may or may not need to purchase dash mounts for certain products. Please respond with bids for both "With Dash Mount/Bracket" and "Without Dash Mount/Bracket" (or whatever terminology your company uses to describe such a device).

- 2.6.2. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.6.3. **Warranty:** Bidder shall submit with their bid a complete description of any and all warranties offered as part of this contract.
- 2.6.4. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.7. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.7.1. **Delivery Address** – All requested items shall be delivered to the Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.7.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding county holidays.
- 2.8. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
- 2.9. **DESIGNEE** – Boone County Sheriff's Department
- 2.10. **Bid Clarification** – Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390 or email: mbobbitt@boonecountymo.org.

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. 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." Manufacturer's published specifications for the items requested shall 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 proposal number and the due date and time.**
 - 3.2.2. **Web Page**- Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://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.
- 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) _____

4.8. **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 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.

4.8.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.8.2. Print Name and Title of Authorized Representative

_____ Date: _____

4.9. 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

4.10. **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**

4.11. **PRICING**

	Item	Unit Price
4.12.1.	Radar Unit	\$ _____
4.12.2.	Dash Mount/Bracket for Radar Unit	\$ _____

(Please complete and return with Contract)

**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



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Standard Terms and Conditions

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed 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.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 59-23DEC11 – Radar Units

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

