



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

## REQUEST FOR BID (RFB)

**Jacob M. Garrett**  
**Buyer**  
(573) 886-4393 – Fax: (573) 886-4390  
Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)

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### ***Bid Data***

Bid Number: **10-15FEB17**  
Commodity Title: **Radio Simulcast Control Units**

**DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.**

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

Day/Date: Wednesday, February 15, 2017  
Time: 3:00 p.m. (Bids received after this time will be returned unopened)  
Location/Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
Columbia, MO 65201  
Directions: Annex Building is located at corner of 7<sup>th</sup> & Ash St.

### ***Bid Opening***

Day/Date: Wednesday, February 15, 2017  
Time: 3:00 p.m., Central Time  
Location/Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 109  
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  
Attachments: Standard Terms and Conditions  
"No Bid" Response Form

## 1. Introduction and General Conditions of Bidding

### 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 Addendum 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.

- 1.4.1. 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.
- 1.5. **CONTRACT PERIOD-** The initial contract period for any Term and Supply contract awarded will be **March 1 through February 28, 2018**, and may be renewed by the County for up to an **additional four (4) one-year periods** unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.
- 1.6. **TERMINATION FOR CONVENIENCE** – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
- 1.7. **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 final contract period's expiration if it is deemed to be in the best interest of Boone County.
- 1.8. **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.
- 1.8.1. **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.
- 1.9. **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 GENERAL**

2.1.1. These specifications describe a series of Convex brand radio simulcast control units being purchased as part of an ongoing countywide two-way radio improvement project in Boone County, Missouri.

2.1.2. The County will be responsible for equipment installation, system optimization and overall system operation.

2.1.3. Contractor shall be responsible for providing all the specified equipment with all advertised standard hardware accessories.

2.1.4. Contractor shall deliver equipment to Boone County Fire Protection Headquarters, 2201 I-70 Drive Northwest, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 447-5000.

2.1.5. A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number, and options of the proposed equipment shall be attached to the bid.

2.1.6. All equipment shall be factory new, not reconditioned, and in current production at time of delivery.

2.1.7. A Term and Supply pricing section has been added to allow County to purchase additional quantity of specified bid items on an on-going forward basis as needed and as ordered by County. Requirements for the Term and Supply component of this RFB are listed in Section 2.3.

**2.2 TECHNICAL SPECIFICATIONS**

2.2.1 Contractor shall furnish the following equipment. Pricing shall be supplied on the Response Form.

	Description	Make/Model	Quantity
a.	Convex brand Audio Level and PTT control unit. Provide for nominal 110VAC power.	model 2241A	3

**2.3. REQUIREMENTS FOR TERM AND SUPPLY**

2.3.1. Participation in Term and Supply Agreement by Contractor is optional and will not affect purchase award of items in Section 2.1. GENERAL for the Base Bid.

2.3.2. All Term and Supply contract purchases shall be handled under general conditions set out by County in this RFB document.

2.3.3. All pricing for equipment purchased under Term and Supply contract shall include prepaid freight and shall be quoted FOB, County of Boone, MO 65201.

- 2.3.4. Bidder shall complete the pricing form for item proposed for sale to County. Bidder shall provide:
- a. Pricing discount level below published MSRP and/or pricing for item on this RFB.
  - b. Estimated general stocking level (provide a number from 0-100% that reflects general Vendor stocking depth of product)
- 2.3.5. Bidder shall state all special conditions that could affect price or delivery of individual items including, but not limited to, any trans-shipping fees, small quantity purchase surcharge, specialized shipping fees, surcharges or special handling costs.
- 2.3.6. Term and Supply items are included below. Pricing shall be supplied on the attached Response Form.

**Term and Supply Item Description**

1. Convex brand Audio Level and PTT control unit. Provide for nominal 110VAC power. Model # model 2241A

**2.4. ADDITIONAL TERMS AND CONDITIONS**

**2.4.1. INVOICES AND PAYMENT:** Contractor shall send just **one** invoice to the County at completion of delivery and acceptance of goods/installation. All charges must be priced as listed on the contractor's bid response. No additional fees or taxes shall be charged. The County's Purchase Order Number must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents. A lump sum payment shall be made upon acceptance by Boone County. Invoices shall be submitted to Boone County Joint Communications, 17 N. 7<sup>th</sup> Street, Suite A, Columbia, MO 65201.

**2.4.2. Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Jacob Garrett, Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org).

**2.4.3. Delivery Terms:** FOB- Destination with shipping and handling costs included, delivered to Boone County Fire Protection Headquarters, 2201 I-70 Drive Northwest, Columbia, MO 65202. Telephone Contact for delivery drivers is: (573) 447-5000.

**2.4.4. Designee - Boone County Joint Communications**

### 3.0. Response Presentation and Review

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- 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 notes 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.
- 3.3. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com).
- 3.4. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 3.5. **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 reason 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.
- 3.6. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.7. **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.
- 3.8. **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 Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.9. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.10. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.11. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

**4.0. RESPONSE FORM**

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Federal Tax I.D. \_\_\_\_\_  
( ) Corporation \_\_\_\_\_  
( ) Partnership – Name \_\_\_\_\_  
( ) Individual/Proprietorship – Individual Name \_\_\_\_\_  
( ) Other (Specify) \_\_\_\_\_

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.

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

Print Name and Title of Authorized Representative:  
\_\_\_\_\_

**4.1. PRICING –**

**4.1.1. BASE BID:**

Description	Make/Model	Quantity	Each	Extended
Convex brand Audio Level and PTT control unit	model 2241A	3	\$	\$

**4.1.2. Delivery:** Delivery after receipt of order (# of calendar days): \_\_\_\_\_ DAYS

**4.1.3. Warranty:** Describe or attached warranty on equipment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4.1.4. TERM AND SUPPLY:** Pricing or discount structure shall be firm through February 28, 2018. Bidder may offer a firm, fixed price and/or a discount from list. See section 2.3.4. of bid.

Item	Description	Discount	Unit Price	Stocking
a.	Convex brand Audio Level and PTT control unit: Model 2241A			
b.	Percent Discount from List and/or Specific Unit pricing for any other equipment ordered that is not detailed within.	%		

**4.1.5. Term and Supply Equipment Delivery:** Delivery after receipt of order (# of calendar days) for item 4.1.3.a.: \_\_\_\_\_ DAYS

**4.1.6. Maximum Percent Increase or Decrease in Pricing for each Renewal Period:** \_\_\_\_\_%

**4.1.7. Describe Any Deviations from specifications:**

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**4.1.8. Describe or Attach Warranty for item 4.1.3.a.:**

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**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

### *Standard Terms and Conditions*

Jacob M. Garrett, Buyer  
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



*“No Bid” Response Form*

**Boone County Purchasing**  
613 E. Ash, Room 109  
Columbia, MO 65201

Jacob M. Garrett, Buyer  
(573) 886-4393 – 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: 10-15FEB17 – Radio Simulcast Control Units**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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