COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR LAW ENFORCEMENT UNIFORM CLOTHING AND BOOTS

RFP #40-27NOV18

Release Date: October 23, 2018

Submittal Deadline: November 27, 2018 not later than 2:00 P.M. CST

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Boone County Purchasing 613 E. Ash Street Columbia, Missouri 65201 Liz Palazzolo, Senior Buyer Phone: (573) 886-4392 Fax: (573) 886-4390 E-mail: lpalazzolo@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

RFP #: 40-27NOV18 – LAW ENFORCEMENT UNIFORM CLOTHING AND BOOTS -Term and Supply

Sealed proposals will be accepted until **2:00 P.M. on November 27, 2018** in the Boone County Purchasing Office, Room 109, located at 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: <u>lpalazzolo@boonecountymo.org</u>.

Vendors may obtain further information on the Boone County Web Page at <u>http://www.showmeboone.com</u>.

Liz Palazzolo, CPPO, C.P.M. Senior Buyer

Insertion: Tuesday, October 23, 2018 COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1 <u>Delivery of Proposals:</u> Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the Boone County Sheriff's Department with uniform clothing and boots as detailed in the following request for proposal.
- 1.2 <u>Proposal Closing:</u> All proposals must be **delivered before 2:00 P.M.** Central Time on November 27, 2018 to:

Boone County Purchasing Department Liz Palazzolo, Senior Buyer 613 E. Ash Street, Room 109 Columbia, Missouri 65201-4460

- 1.2.1 <u>The County will not accept any proposals received after 2:00 P.M.</u> Late bids may be returned unopened if the vendor requests within ten (10 business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 <u>Sealed Proposals Required</u>: Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed." No fax or electronic transmitted proposals will be accepted.
 - 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 <u>Copies:</u> The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 <u>Bid Opening:</u> Proposals will be opened publicly shortly after 2:00 P.M. on November 27, 2018 but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

- 1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. *The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.*
- 1.7 <u>Guideline for Written Questions:</u> All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., November 16, 2018 (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer 613 E. Ash Street, Room 109 Columbia, Missouri 65201 Phone: (573) 886-4392 Fax: (573) 886-4390 E-mail: <u>lpalazzolo@boonecountymo.org</u>

1.8 <u>RFP Addenda:</u> In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if <u>in writing</u> and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

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2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for Law Enforcement Uniform Clothing and Boots as set forth herein.
- 2.1.2 <u>Organization:</u> This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
 - 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Work
 - 4) Proposal Submission Information
 - 5) Vendor Response/Pricing Page(s)
 - 6) Certification Regarding Debarment
 - 7) Work Authorization Certification
 - 8) "No Bid" Response Form
 - 9) Boone County Standard Terms and Conditions
- 2.1.3 <u>Purpose:</u> The purpose of this Request for Proposal (RFP) is to obtain contractor(s) to provide uniform trousers, shirts, coats, ties, hats, and boots for the Boone County Sheriff's Department.
- 2.1.4 The County of Boone Missouri, hereafter referred to as "County," proposes to contract with an individual or organization, hereinafter referred to as the "contractor" for a Term and Supply contract(s) for uniform trousers, shirts, coats, ties, hats, and boots for personnel of the Boone County Sheriff's Department. Offerors responding to this RFP are required to quote firm and fixed pricing on the Vendor Response and Pricing Pages that are part of this Request for Proposal.

2.2 Background Information:

- 2.2.1 Boone County is situated in central Missouri and includes nine communities, i.e., six cities and three towns. The County has a population of approximately 175,000 and contains 685 square miles.
- 2.2.1 <u>Background:</u> The Boone County Sheriff's Department and Jail located at 2121 County Drive in Columbia, Missouri serves as the main headquarters for the department and includes an adult detention facility that provides safe and secure incarceration of persons taken into custody by order of a qualified court or as otherwise allowed by law. Additional information about the County of Boone Missouri can be obtained from the following internet web site at: <u>http://www.showmeboone.com</u>.



3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor shall provide law enforcement uniforms clothing (trousers and shirts), coats, hats, ties and boots. In addition to law enforcement clothing, associated services (e.g., taking measurements, making some alterations, sewing patches and chevrons on clothing, etc.) shall be provided on an as needed if needed basis if requested by the County. All products and services shall be provided by the contractor in accordance with specifications presented herein for the purpose of serving the needs of the Boone County Sheriff's Department.
 - a. It is highly desired that the contractor provide a web-based ordering system at no additional charge to the County. The web-based ordering system shall be customized in the sense that user-profiles can be set-up for Sheriff Department personnel, and designated users can only access contract items at contract pricing; other designated users shall have the ability to order other-than-contract items available in the contractor's on-line products catalog. The contractor shall be responsible for maintaining the web-based ordering system throughout the contract at no additional cost to the County. The contractor shall be responsible for updating its web-based ordering system as contract products change, i.e., as items are substituted or pricing changes upon approval of the County, the website shall reflect said changes.
- 3.1.2 All products shall be in current production and easily accessible to the contractor.
- 3.1.3 As applicable to the specific product, the County shall be able to order, and the contractor shall make available, male and female styles, hemmed and unhemmed in customizable sizes. Regarding boots, in addition to both male and female styles, options for zipper or lace-up, with or without waterproofing shall be available for the County's order. The County will specify at the time of order what is needed.
- 3.1.4 Quality Assurance and Control: The contractor shall have adequate internal control mechanisms for monitoring compliance with specifications contained herein. The contractor shall ensure accuracy and consistency in production, color, size, and packaging of products sold to the County under the contract. Items not meeting specifications shall not be accepted by the County.

3.2 Trousers Requirements:

3.2.1 Black Trousers: The contractor shall provide the following black trousers in sizes that range from 28" – 54" Waist, Short, Regular, and Long. The contractor must be able to supply all sizes. The identified brand and model number noted must be provided. NO SUBSTITUTIONS SHALL BE ALLOWED on any trouser item described below:

- a. Propper Women's Lightweight Tactical Pant F525450 Black: 65% polyester/35% cotton lightweight rip stop;
- b. Propper Men's Tactical Pant F5252 Black: 65% polyester/35% cotton lightweight rip stop;
- c. Propper BDU Trouser (Button Fly) F520138 Black: Battle Rip 65% polyester/35% cotton rip stop;
- d. Propper BDU Trouser (Zipper Fly) F520538 Black: Battle Rip 65% polyester/35% cotton rip stop;
- e. Propper TAC.U Pant Black F521238: 65% polyester/35% cotton rip stop;
- f. Tru-Spec 24-7 Series Men's Tactical Pants Black: 65% polyester/35% cotton rip stop.
- g. Tru-Spec 24-7 Series Women's Tactical Pants Black: 65% polyester/35% cotton rip stop.
- 3.2.2 Brown Trousers: The contractor shall provide the following brown trousers in sizes that range from 28" 54" Waist, Short, Regular, and Long. The contractor must be able to supply all sizes. The identified brand and model number noted must be provided. NO SUBSTITUTIONS SHALL BE ALLOWED.
 - a. Trouser: Elbeco E615RN Tek-3 Cargo Trousers, Men's, Brown: 65% polyester / 35% cotton stretch twill weave; Two dual-compartment cargo pockets--hidden zipper behind, inverted pleat pocket underneath flap with hook and loop closure.
 - b. Trouser: Elbeco E615RN Tek 3 Cargo Trousers (Ladies Choice), Women's, Brown: 65% polyester / 35% cotton - stretch twill weave; Two dual-compartment cargo pockets--hidden zipper behind, inverted pleat pocket underneath flap with hook and loop closure.
 - c. Trouser: Blauer 8810X (Men's) and 8810WX (Women's) Side Pocket Cotton Blend Trousers, Brown, 65/35 cotton blend with 10% stretch and soil release/water repellant finish and 3M [™] Scotchlite [™] reflective material and silicone crease retention

3.3 Shirts Requirements:

- 3.3.1 Shirts: The contractor shall provide the following shirts in both male and female styles if available. The contractor must be able to supply all sizes. NO SUBSTITUTIONS SHALL BE ALLOWED on any shirt item described below:
 - a. Propper Tactical Short-Sleeve Dress Shirt, F530138 Color: Khaki, Battle Rip 65% polyester/35% cotton rip stop;

- b. Propper Tactical Long-Sleeve Dress Shirt, F530238 Color: Khaki.: Battle Rip 65% polyester/35% cotton rip stop;
- c. Propper Men's Tactical Short-Sleeve Shirt F531150 Color: Khaki,: 65% polyester/35% cotton lightweight rip stop;
- d. Propper Men's Tactical Long-Sleeve Shirt F531250 Color: Khaki,: 65% polyester/35% cotton lightweight rip stop.
- e. Long Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, 10-ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ¹/₂.):
 - Color: Silver Tan;
 - 2 front & 3 back permanent military creases;
 - Front of shirt with center facing $1\frac{1}{2}$ wide from collar to bottom of shirt;
 - 6 center vertical buttons, button side shall be lined;
 - 2 breast pockets with mitered corners, 5-5/8" to 6" long with box stitching on top and bottom;
 - Left pocket shall have a pencil opening;
 - Badge tab to be included and reinforced on inside of shirt;
 - Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam;
 - Patches and chevrons to be attached by the contractor.

f. Short Sleeve Shirts – Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, minimum 10-ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17-½.):

- Color: Silver Tan;
- 2 front and 3 back permanent military creases;
- Front of shirt with center facing $1-\frac{1}{2}$ " wide from collar to bottom of shirt;
- Six (6) center vertical buttons, button side shall be lined;
- Two (2) breast pockets with mitered corners, pockets to measure 5-5/8" to 6" long with box stitching on top and bottom;
- Left pocket shall have a pencil opening;
- Badge tab to be included and reinforced on inside of shirt;
- Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam;
- Patches and chevrons to be attached by the contractor.
- g. Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armor "Heat Gear" Fitted style):
 - Color: must match color of Turtleneck Shirt (see below);
 - Four (4)-Way Stretch fabric improves range of motion and dries faster;
 - Moisture wicking technology;
 - Anti-Odor technology prevents growth of odor-causing microbes;
 - Smooth seams prevent chafing;
 - Minimum 4.7 oz Polyester/Elastane (or comparable).

- h. Regulation Elbeco ELB 8601 Turtleneck Shirt Pullover type mock turtleneck with side seams, full neck heights, and long sleeves:
 - Color: Dark Brown;
 - Must be pre-shrunk 100% combed-cotton jersey knit, minimum 7.25 ounce;
 - Neck and cuffs Lycra Spandex, or equal;
 - Body material to 1 x 1 jersey knit consisting of 100% combed cotton;
 - Body, collar, and neck material shall be properly finished to resist piling;
 - Sleeves to be set-in type with rib knit cuffs;
 - All stitches, seams and stitching shall conform to FED-STD-751.
- i. Crew neck T-shirt, 3-pack, Propper F5306
 - 60% ring-spun cotton/40% polyester combed jersey fabric, and resistant to shrinkage and fading
 - Lay-flat crew-neck collar
 - Tagless
 - All sizes
 - Color: Black

3.4 Ties Requirements:

- 3.4.1 Clip On Ties:
 - a. Color: Brown;
 - b. Two Lengths shall be available: 18" and 22";
 - c. Button hole feature to hold tie in place;
 - d. Tie width at widest point shall be 3".

3.5 Coats Requirements:

3.5.1 Spiewak Style #S1780 WeatherTech Tactical Response Parka:

NO SUBSTITUTIONS SHALL BE ALLOWED

- a. Color: Black;
- b. Front and back yokes with mesh-lined upper torso for increased airflow;
- c. Outershell can be worn alone as a waterproof, breathable raincoat or windbreaker;
- d. Performance sleeve allows complete range of motion, pit zips allow ventilation;
- e. Removable liner options Styles S327, S525V, S526CF zip into parka;
- f. Snap closure side vent zippers allow access to equipment;
- g. Waterproof, breathable three-piece drop-in hood.

3.5.2 Spiewak Style #S3616 WeatherTech Systems Duty Jacket

****NO SUBSTITUTIONS SHALL BE ALLOWED****

- a. Color: Black;
- b. High performance nylon shell and WeatherTech® waterproof, windproof, breathable lining with sealed seams;
- c. Pit zips under sleeves allow ventilation;
- d. Several jackets can zip into this parka for full winter protection;
- e. Snap closure side vent zippers allow access to equipment;
- f. Three-piece waterproof, windproof, breathable drop-in hood with draw cords;

g. Two zippered security pockets under front double placket.

3.5.3 Spiewak Style #S327 Public Safety Performance Fleece/Liner

NO SUBSTITUTIONS SHALL BE ALLOWED

- a. Color: Black;
- b. Epaulets with integrated mic tab;
- c. High quality non-pill micro fleece with Tactel® shell at high stress areas;
- d. Power hook and loop closure on elastic cuff;
- e. Shock corded waist draw cord with snap tabs to secure inside the garment;
- f. Structured support for reinforcement on shoulders and elbows;
- g. Zippered front fly.
- 3.5.4 Reversible Raincoat Blauer 26990 Rain Jacket:
- **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. One-ply Tech-Lite urethane-coated 200-denier oxford nylon fabric reverses to high-visibility color;
 - b. ANSI/ISEA 2015 Type P Class 3 Certified high-visibility yellow only;
 - c. 2" SCOTCHLITE reflective trim on high-visibility side around chest and cuffs;
 - d. Seams sealed with thermal tape;
 - e. Snap-over fly front;
 - f. Snap equipment side opening;
 - g. Special facings prevent yellow "peek through";
 - h. Go through hook and loop closed side openings;
 - i. Badge tab on black side only;
 - j. Minimum 48" long;
 - k. Minimum 3" Reflective "SHERIFF" on back of jacket (high-visibility side only):
 - 1. Includes the 123 snap-on hood as an available option.

3.6 Hats Requirements:

- 3.6.1 Stratton Winter Felt Uniform Hat:
- **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. Construction must be equal to or better than the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat;
 - b. Two-piece behind the head strap and one-piece around the top leather swivel hat strap to be included with each;
 - c. Color: Brown (both hat and leather straps).
- 3.6.2 Stratton Summer Straw Uniform Hat:

NO SUBSTITUTIONS SHALL BE ALLOWED

- a. Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat;
- b. Two-piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each;
- c. Color: Brown (both hat and leather straps).

3.7 Boots Requirements:

3.7.1 Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210

NO SUBSTITUTIONS SHALL BE ALLOWED

- a. No steel toe;
- b. Color-Black

3.7.2 Boots: Danner Striker Torrent, Style #43003:

****NO SUBSTITUTIONS SHALL BE ALLOWED****

- a. 100% waterproof and breathable GORE-TEX®;
- b. Full-grain leather;
- c. 1000 Denier nylon upper;
- d. TERRA FORCETM X Lite platform;
- e. Danner TFX® Lite outsole;
- f. Nylon shank;
- g. 8" height.
- 3.7.3 Boots: Magnum Stealth Force 8.0 SZ Style #5198:

NO SUBSTITUTIONS SHALL BE ALLOWED

- a. Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper;
- b. Circular Side Zipper;
- c. Cambrelle Moisture Wicking Lining;
- d. Agion Antimicrobial treatment;
- e. Coats Barbour Anti Fraying Stitching Thread;
- f. EN ISO 20347 Certified;
- g. Composite Shank;
- h. Compression Molded EVA Midsole;
- i. M-Pact Contoured Sockliner with Memory Foam;
- j. Flex-Zone with Siping for Traction and Control;
- k. X-Traction Zone Outsole.
- 3.7.4 Boots: UnderArmour Valsetz 1.5 Tactical Boot:
- **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. Lightweight, water-resistant air mesh upper helps to resist moisture;
 - b. Fully-gusseted tongue keeps out debris;
 - c. High strength nylon upper lace locks are stitched in to allow quick on or off lacing;
 - d. Lower eyelets have welded TPU reinforcements for increased durability;
 - e. Molded TPU toe guard helps protect against bumps and abrasion in rough terrain;
 - f. Amourbound and Armourlastic EVA foam midsole;
 - g. Ortholite insole antimicrobial and odor fighting performance and comfort;
 - h. Armourguide TPU heel cups foot for added protection;
 - i. High abrasion rubber outsole;
 - j. Built in flex grooves for aggressive traction.
- 3.7.5 Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's style -Womens A.T.A.C. 8" Storm Boot:
- **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. ASTM F2413-11 M C/75 I/75 EH PR certified;
 - b. CSA Certified;
 - c. Waterproof and polishable full grain leather;

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- d. Waterproof/breathable bloodborne pathogen resistant membrane;
- e. Composite safety toe;
- f. Puncture resistant midsole board;
- g. YKK Side zipper;
- h. Antibacterial and moisture-wicking;
- i. Shock Mitigation System^{®;}
- j. Oil & slip-resistant, quiet outsole.
- 3.7.6 Boots: Force 8" Waterproof, Original SWAT Style #152001 Black: **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. Uniform code, full-grain leather with polishable toe;
 - b. Removable molded orthotic footbed;
 - c. Molded Thermoplastic Heel Counter and toe box;
 - d. Rear heel kickplate;
 - e. Tough and durable moisture-wicking lining.

3.7.7 Boots: Rocky AlphaForce Waterproof Duty Boot, Style #FQ0002165: **NO SUBSTITUTIONS SHALL BE ALLOWED**

- a. Guaranteed Rocky Waterproof construction;
- b. Non-Metallic Stabilizer;
- c. Oil and Slip-Resistant RigiTrac Molded EVA;
- d. Rubber Outsole in Non-Marking;
- e. Airport Footbed Provides Support and Cushioning;
- f. ASTM Approved Xtremium Toe;
- g. Full-Grain Water-Resistant Leather and Lightweight 1000 Denier Nylon.
- 3.7.8 Boots: Reebok 8" Sublite Cushion Tactical Side Zip Waterproof Boot:

****NO SUBSTITUTIONS SHALL BE ALLOWED****

- a. Leather and Ballistic nylon zipper;
- b. Waterproof membrane;
- c. YKK® side-zipper;
- d. Memory Tech Massage (or equal) footbed;
- e. Sublite foam midsole;
- f. Outsole constructed for traction and durability;
- g. Full-foot flex grooves;
- h. Moisture-wicking nylon mesh lining;
- i. Lightweight and flexible;
- j. 8" in height.
- 3.7.9 Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #E02788
- **NO SUBSTITUTIONS SHALL BE ALLOWED**
 - a. GX-8 GORE-TEX® 8" Insulated Side Zip Boots
 - b. YKK® side zipper with nylon tab cover and interior gusset for easy on-off
 - c. Full grain leather and 1680 ballistic nylon upper with a breathable waterproof GORE-TEX® membrane
 - d. Waterproof
 - e. Molded EVA shock absorbing midsole-comfort from toe to heel
 - Nylon shank

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f.

- g. 200 gr Thinsulate[™] insulation
- h. Oil and slip-resistant Ultra-Lites® Xtreme rubber outsole
- i. Perfect for passing through security checkpoints
- j. Flap inside of zipper

3.7.10 Boots: Bates 8" Tactical Sport Side Zip Boot, Style #E02261 **NO SUBSTITUTIONS SHALL BE ALLOWED**

- a. Waterproof leather with ballistic nylon upper
- b. Breathable mesh lining
- c. Cushioned removable insert
- d. Slip resistant rubber outsole
- e. Athletic cement construction

3.7.11 Boots: 5.11 Skyweight Side Zip Boot Style #12318, Military Tactical: **NO SUBSTITUTIONS SHALL BE ALLOWED**

Nylon shank material

- a. Outsole Material: Outdoor traction rubber
- b. Liner material: Nylon microfiber
- c. Midsole Material: EVA
- d. Closure: Lace-up
- e. Color: Black
- f. Plain Toe
- g. Sole Pattern: Self-Cleaning, Arch lug
- h. Height: 8"

3.7.12 Boots: Merrell MOAB 2 8" Tactical WP Boot, J15845: **NO SUBSTITUTIONS SHALL BE ALLOWED**

- a. Height: 8"
- b. Impermeable membrane seals out water
- c. Waterproof PU coated leather and ripstop textile upper
- d. Medial side-zipper
- e. Bellow tongue

3.7.13 Boots: Reebok 8" Dauntless Ultra-Light Side Zip Duty-Boots (FT453 – Gall's) **NO SUBSTITUTIONS SHALL BE ALLOWED**

- a. Height: 8"
- b. Meets ASTM F2892 soft-toe protective footwear standards
- c. Moisture-wicking nylon mesh with AEGIS antimicrobial protection
- d. Seamless micromesh upper
- e. Nylon shank for torsional stability
- f. Lightweight, injection-molded ethylene vinyl acetate (EVA) cushion midsole
- g. Removable FootFuel ® injected EVA cushion insert
- h. Dual-density outsole with rubber bottom for increased protection and insulation
- i. 100% non-metallic construction
- j. NATO laces
- k. YKK® side zipper

3.7.14 Boots: Reebok 8" Rapid Response Side Zip Composite Toe-Boots (RB8874) **NO SUBSTITUTIONS SHALL BE ALLOWED**

- a. Height: 8"
- b. Meets ASTM F2413 safety footwear standards
- c. Electric hazard protection
- d. Slip and oil resistant outsole
- e. Smooth leather and ballistic nylon upper
- f. Mylon mesh lining
- g. Removable FootFuel ® F2A athletic insole (polyurethane cushion insert with shock eliminator heel cushion)
- h. Dual-density outsole with mountain trail rubber bottom
- i. 100% non-metallic construction
- j. NATO laces
- k. YKK® side zipper
- 1. XTR® brand extra-wide composite toe cap

3.8 Estimated Quantities:

3.8.1 The quantities indicated herein are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

3.9 Single Point of Contact:

3.9.1 The contractor shall perform as a single point of contact for the County between the product manufacturer and the County regarding all warranty issues. The contractor shall assign an Account Representative to the County who will perform as the single point of contact regarding all warranty and system performance issues.

3.10 Repair or Replacement of Damaged Product:

3.10.1 The contractor shall be responsible for repairing any item or components received in damaged condition at no cost to Boone County. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the commodity and the manufacturer warranty, then the contractor must replace the item or component in its entirety at no additional cost to the County. This includes all delivery/transportation costs for returning non-functional items to the contractor for replacement.

3.11 Warranty:

- 3.11.1 Uniform trousers and shirts shall be guaranteed for a minimum of one (1) year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the contractor shall replace the defective item at no cost to the County within thirty (30) calendar days of the County's notification.
- 3.11.2 For all other items provided under the contract, at minimum, the contractor shall provide the manufacturer's standard product warranty on parts and labor for all components any

product provided under the contract. The contractor shall warrant that all equipment and materials provided are new.

- a. The contractor shall act as a liaison between the County and the manufacturer on all product issues which may arise regarding products purchased under the contract (see also paragraph 3.9.1).
- b. The terms of the contract shall supersede any language to the contrary on invoices or other documents provided by the contractor, manufacturer(s), or other sources regarding any warranty terms.
- c. The warranty term shall commence upon delivery and acceptance of the item(s) by the County.
- d. The contractor shall guarantee the products provided under contract shall be free from defects in materials and workmanship, given normal use and care. The contractor shall agree to repair and/or immediately replace without charge (including freight both ways) any product or part thereof, which proves to be defective or fails within the warranty period as determined by the County.

3.12 Clothing Services - Alteration/Adjustment and Sewing Service Upcharge:

- 3.12.1 The contractor shall provide conduct clothing measurements of officers on-site at no additional charge to the County upon the County's request.
- 3.12.2 The contractor must provide upon request all necessary alterations/adjustments. Alterations/adjustments on all stock uniform items shall be completed at the current contract price plus the alteration/adjustment/sewing up-charge specified in line item 2.41 on the Vendor Response and Pricing Pages. The alteration upcharge shall be charged per garment. The contractor shall understand and agree that if a price is not stated in line item 2.41, then there shall be no additional charge for any alteration made to the garments identified in the contract. This upcharge shall apply for affixing patches/chevrons to garments.

3.13 Invoices:

- 3.13.1 The contractor must submit an itemized invoice upon delivery. Payment will be made within thirty (30) calendar days from receipt of an accurate statement.
- 3.13.2 The contractor's invoices, packing slips and delivery tickets must contain the County contract number.
- 3.13.3 All pricing shall be invoiced in accordance with contract pricing shown in the Vendor Response Pages of the contract.
- 3.13.4 The oversize charge shall be itemized separately for any clothing item that is sized in excess of XXL, and shall be considered an add-on charge paid in addition to the per unit price for the clothing item.

3.14 Delivery Requirements:

- 3.14.1 The contractor shall delivery ordered items by the time indicated for delivery on the RFP Vendor Response and Pricing Pages. All items shall be delivered to the Boone County Sheriff's Department and Jail located at 2121 County Drive in Columbia, Missouri. All items shall be appropriately labeled and shall at minimum identify the following:
 - a. With the exception of boots, the contractor shall prepare ordered items for delivery by packaging all items for that specific officer together with the name of the specific officer clearly identified on the outside of the package.
 - b. Boots deliveries may be made in bulk, but the packaging must include a list of the officers who have ordered boots labeled on the outside of the package.

3.15 Liquidated Damages:

- 3.15.1 The contractor shall agree and understand that the provision of uniform items is considered critical to the efficient operation of the Boone County Sheriff's Department, therefore delivery shall be performed in accordance with delivery terms stated herein in the time-frame represented on the RFP Vendor Response and Pricing Pages. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with represented delivery times, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 3.15.2 In the event that the contractor fails to deliver any item within the required minimum amount of time, the contractor shall be assessed liquidated damages in the amount of \$0.50 per item for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
- 3.15.3 The contractor shall also agree and understand that such liquidated damages shall be deducted from the contractor's price pursuant to the contract for each day the items are late. Special orders are not subject to liquidated damages.
- 3.15.4 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 3.15.5 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the County and shall be in addition to, not in lieu of, the rights of the County to pursue other appropriate remedies.

3.16 Billing and Payments:

- 3.16.1 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**. All invoiced pricing shall comply with pricing shown on the Vendor Response and Pricing Pages of the contract.
- 3.16.2 ACH Payments: If the contractor has indicated that automatic clearinghouse (ACH) payments are acceptable, then the County shall use ACH payments to pay for products

and services performed under the contract. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

3.17 Substitutions:

- 3.17.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Boone County Purchasing Office.
- 3.17.2 The County reserves the right to examine and approve color substitutions. Any color substitutions must retain the relationship of multiple use of certain items between uniform categories.
- 3.17.3 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 3.17.4 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the County reserves the right to allow the substitution of any new or different product/system offered by the contractor. The County shall be the final authority as to acceptability of any proposed substitution.
- 3.17.5 Any item substitution shall require a formal contract amendment authorized by the Boone County Purchasing Office prior to the Boone County Sheriff's Department obtaining the substitute item under the contract.
- 3.17.6 The County may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the County. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.18 Contractor Sample Assurance:

3.18.1 The contractor shall agree that products provided under contract shall conform to all mandatory specifications, terms, conditions and requirements stated herein. Furthermore, if the product has been sample-tested, the contractor shall agree that the same product submitted for sample-testing and which passed sample-testing shall be provided to the County for the duration of the contract. No substitutions of product shall be made without the prior written approval of the Boone County Purchasing Department. Only substitutes that are equivalent or better than the product(s) originally contracted for, and equal to or less in price, shall be considered for approval.

3.19 Insurance Requirements:

3.19.1 The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor

has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.

- a. Employers Liability and Workers Compensation Insurance The contractor shall take out and maintain during the life of the contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers 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 the contract at the site of the work is not protected under the Workers 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.
- b. Commercial General Liability Insurance The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- c. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **The contractor shall include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- Business Automobile Liability The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor's own automobiles,

teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- e. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. **Proof of Carriage of Insurance -** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. 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 services provided.
- g. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia, MO 65201

3.20 Other Contract Terms and Conditions:

3.20.1 Assignment, Transfer, Etc.: The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights,

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title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

- 3.20.2 <u>Contract Period</u>: The initial contract period shall run **January 1, 2019 through December 31, 2019.** The contract shall have three (3), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 3.20.3 <u>Cancellation Agreement</u>: The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach, but is not required to do so.
- 3.20.4 <u>Fiscal Non-Funding Clause</u>: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 3.20.5 <u>Pricing</u>: The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
 - a. <u>Price Increase</u>: It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
 - b. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response Pages of the contract.
 - c. If renewal percentages are not provided, then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.
 - d. The County would like to purchase law enforcement clothing and boots items other than those specifically identified as line items 2.1 2.40 on the contract Pricing Pages. The contractor shall understand and agree that the purpose of the discount is for the purchase of law enforcement uniform clothing items and boots that are similar in nature and scope to line items 2.1 2.40. In this instance the

County would like to purchase from the contractor's catalog including the on-line catalog if provided. For catalog purchases, pricing shall be determined by applying the firm, fixed quoted discount (line item 2.42) to current catalog pricing, or the current Manufacturer Standard Retail Price (MSRP) whichever is less, for the item.

- e. Pricing for firm, fixed and catalog-discounted items shall be FOB Destination, Freight Prepaid and Allowed.
- f. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price.
- g. The contractor shall not impose a discount "floor." The County shall receive promotional and special pricing as may apply to the published MSRP/ contractor's current price list/catalog pricing at the time of purchase.
- h. The contractor shall understand and agree that the firm, fixed discount percentage (line item 2.42) shall remain the same throughout the duration of the contract.
- 3.20.6 <u>Confidentiality</u>: The contractor must be responsible for maintaining the confidentiality of the County records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the County Employee Benefits Plan officials.



4. PROPOSAL SUBMISSION INFORMATION

4.1. SUBMISSION OF PROPOSALS:

- 4.1.1 When submitting a proposal, the offeror should include the original and two (2) copies for a total of three (3) copies. The offeror should also include an electronic copy of the proposal on a removable storage drive.
 - a. The offeror must submit the proposal to:

Boone County Purchasing Department Attn: Liz Palazzolo, Senior Buyer 613 E. Ash Street, Room 109 Columbia, MO 65201

- b. The proposals must be delivered no later than **2:00 P.M. on November 27, 2018.** Proposals will not be accepted after this date and time.
- 4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.2 ORGANIZATION OF PROPOSAL:

- 4.2.1 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.
 - c. The offeror is advised that the proposal should, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the requirements will be met.
- 4.2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any

offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.3 OFFEROR'S CONTACTS WITH PURCHASING:

4.3.1 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.4 VALIDITY OF PROPOSAL RESPONSE:

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

4.5 EVALUATION OF PROPOSALS:

- 4.5.1 <u>Evaluation and Award Process</u>: After determining a responsible offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience and reliability, and the offeror's proposed method of performing Scope of Work requirements including contractor support, web ordering, and sample testing, if the County determines that sample testing is necessary for an item(s).
 - a. Cost Evaluation: Offerors may submit pricing for one, some or all items. The offeror must offer and price the exact brand/model specified for the identified line item. The County will conduct an objective evaluation of cost on an item by item basis, or by group of items, or by all items depending on the proposals presented. Estimated quantities for the line items as well as renewal option pricing shall be considered in the cost evaluation.
 - b. As a result of the evaluation of cost and the subjective criteria cited in paragraph 4.5.1 above, the County reserves the right to award contract(s) by line item, by groups of items, or to award a contract on an all or none basis as determined to be in the best interests of the County.
- 4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Vendor Response Pages, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. While the County reserves the right to obtain clarification from the offeror regarding any part of the proposal, the County is not obligated to obtain any information from the offeror necessary for evaluation. When evaluating responses, the County reserves the right to consider

relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, of from any other source.

- 4.5.3 After an initial evaluation process, a question and answer interview or product demonstration may be conducted with the offeror, if deemed necessary by the County. The offeror may be asked to make an oral presentation of their proposal, or perform a product demonstration to the evaluation team at a designated Boone County location. Attendance cost must be solely at the offeror's expense. All arrangements and scheduling will be coordinated by the County.
- 4.5.4 <u>Competitive Negotiation of Proposals</u>: The offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions must apply:
 - a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.
- 4.5.5 <u>Evaluation of the Vendor's Experience and Reliability</u>: The experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information, which documents successful and reliable experience providing law enforcement uniform trousers, shirts, coats, hats, and boots similar to other public entities such as Boone County.
 - a. Name other government agencies/municipalities for which the vendor has provided uniform clothing, coats, hats, and boots in the last three (3) years and provide a current contact name, email address and phone number for each account.
- 4.5.6 Evaluation of the Proposed Method of Performance and Contractor Support: Proposals will be subjectively evaluated based on the vendor's proposed method of performing the Scope of Work requirements presented herein, including provision of on-going contractor support. The offeror should present a written narrative, which demonstrates how the offeror's proposed method of performance satisfies RFP requirements. The offeror is provided a section on the Vendor Response and Pricing Pages where the offeror is strongly encouraged to confirm adherence to stated RFP requirements and to also

<u>elaborate as necessary</u>. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the Scope of Work described herein.

- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "shall" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. Where the words "should," "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the offeror's final response rating.
- b. The method by which the proposed method of performance is written will be left to the discretion of the offeror. However, the offeror should address each specific paragraph and subparagraph of the specifications by paragraph and page number as an item for discussion. Indicating that the vendor "Complies" or "Understands" the requirement is a good start, but it may not provide enough relevant detail to explain how the proposal performs the requirements which then allows subjective consideration of the vendor's product capabilities.
- c. Samples Review and Testing: Boone County reserves the right to request samples after bids are opened and before the award is made. The offeror shall understand that the County reserves the right not to request samples for testing in order to complete its evaluation if the County evaluators have familiarity with the product. When samples are requested, they must be furnished free of expense to the County. All samples must be received by the County within a reasonable time after its request, e.g., five (5) business days. Samples may be destroyed in testing. The if the sample if not destroyed in testing, the sample will, upon request, be returned at the offeror's expense. A request for the return of samples should be made at the time the sample is submitted, and the return request must be made within ten (10) days following the County's receipt of the sample. The offeror is strongly encouraged to clearly identify the sample noting the vendor's name, identification of the item, any relevant manufacturer literature, and identification of the specific line item from the RFP Vendor Response and Pricing Page.

4.5.7 <u>Rejection / Withdrawal of Proposals Response</u>:

- a. <u>Rejection of Proposals</u>: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
- b. <u>Withdrawal of Proposals</u>: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5.

VENDOR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name:	
Address:	
	Fav
•	
Federal Tax ID (or Social Security #):	
Print Name:	Title:
Signature:	Date:
E-Mail Address:	
Prompt Payment Terms:	

Will the vendor accept automated clearinghouse (ACH) for payment of invoices?

<u>**Cooperative Procurement:**</u> The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

____Yes ____No

NOTE: The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

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5.1. PRICING:

The offeror must submit firm, fixed unit pricing, i.e., PER EACH, for one, some, or all items listed below which must comply with all requirements and specifications stated herein. All pricing shall be quoted FOB Destination Freight Prepaid and Allowed, i.e., freight and shipping shall not be paid in addition to the quoted per each price, therefore those costs must be built into quoted pricing.

SPECIAL NOTE: Where indicated, the exact brand and model MUST BE PRICED as shown for each line item. **NO SUBSTITUTIONS ARE ALLOWED** since these are uniform items.

ITEM	DESCRIPTION	UNIT PRICE

2. Firm, Fixed Pricing

The offeror shall price one, some, or all items below:

Item #	Item Description	Quantity	Unit Price Per Each
TROUSER	RS		
2.1	Propper Women's Tactical Pant Style # F5254-50 Black in accordance with paragraph 3.2.1(a)	50	\$
2.2	Propper Men's Tactical Pant Style # F5252-50 Black in accordance with paragraph 3.2.1(b)	98	\$
2.3	Propper BDU Trouser (Button Fly) Style # F5201-38 Black in accordance with paragraph 3.2.1(c)	98	\$
2.4	Propper BDU Trouser (Zipper Fly) Style # F5205-38 Black in accordance with paragraph 3.2.1(d)	48	\$
2.5	Propper TAC.U Pant Style # F5212- 38 Black in accordance with paragraph 3.2.1(e)	50	\$
2.6	Tru-Spec 24-7 Series Men's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with paragraph 3.2.1(f)	50	\$
2.7	Tru-Spec 24-7 Series Women's Tactical Pants Black 65/35 polyester/cotton rip stop in accordance with paragraph 3.2.1(g)	50	\$
2.8	Standard Oversize Charge - Applied per trouser for any size in excess of XXL	1	\$

SHIRTS			
2.9	Propper Tactical Short-Sleeve Dress Shirt Style #F5301-38 Khaki in accordance with paragraph 3.3.1(a)	75	\$
2.10	Propper Tactical Long-Sleeve Dress Shirt Style #F5302-38 Khaki in accordance with paragraph 3.3.1(b)	75	\$
2.11	Propper Tactical Short-Sleeve Shirt Style # F5311 and F5304 Khaki in accordance with paragraph 3.3.1(c)	75	\$
2.12	Propper Men's Tactical Long- Sleeve Shirt Style F5312 and F5305 Khaki in accordance with paragraph 3.3.1(d)	75	\$
2.13	Standard Oversize Charge Applied per shirt for any size in excess of XXL	1	\$
2.14	Long Sleeve Shirts-Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ¹ / ₂ .) - MEN/WOMEN in accordance with paragraph 3.3.1(e)	70: 60 Men 10 Women	\$
2.15	Short Sleeve Shirts – Elbeco Duty Plus, Material content to be 65% Dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 ½.) - MEN/WOMEN in accordance with paragraph 3.3.1(f)	70: 60 Men 10 Women	\$
2.16	Baselayer Short Sleeve Crew Neck Under Shirt (Comparable to Under Armor "Heat Gear" Fitted style) in accordance with paragraph 3.3.1(g)	110: 100 Men 10 Women	\$
2.17	Regulation Elbeco ELB 8601 Turtleneck Shirt – Pullover type mock turtleneck with side seams, full neck heights, and long sleeves. in accordance with paragraph	110: 100 Men 10 Women	\$

	3.3.1(h)		
2.18	Crew neck T-shirt, 3-pack, Propper F5306, Black, All Sizes – in accordance with paragraph 3.3.1(i)	60	\$
Clip-On	Ties		
2.19	Clip On Tie Brown, 18" in accordance with paragraphs 3.4.1(a) through (d)	5	\$
2.20	Clip On Tie Brown, 22" in accordance with paragraphs 3.4.1(a) through (d)	5	\$
Coats			
2.21	Spiewak Style #S1780 WeatherTech Tactical Response Parka in accordance with paragraphs 3.5.1 (a) through (g).	10	\$
2.22	Spiewak Style #S3616 WeatherTech Systems Duty Jacket in accordance with paragraphs 3.5.2 (a) through (g).	10	\$
2.23	Spiewak Style #S327 Public Safety Performance Fleece/Liner in accordance with paragraphs 3.5.3 (a) through (g).	15	\$
2.24	Blauer 26990 Rain Jacket in accordance with paragraphs 3.5.4 (a) through (l).	15	\$
Hats			
2.25	Stratton Winter Felt Uniform Hat – shall comply with paragraphs 3.6.1-3.6.1(c)	5	\$
2.26	Stratton Summer Straw Uniform Hat shall comply with paragraphs 3.6.2- 3.6.2(c)	5	\$
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Boots			
2.27	Boots: Danner Acadia 8" Men's/Women's waterproof GORE-TEX. Style #21210 in accordance with paragraph 3.7.1 and all bullet-points	10	\$
2.28	Price per each pairBoots: Danner Striker Torrent,Style #43003 in accordance withparagraph 3.7.2 and all bullet-points	10	\$
	Price per each pair		
2.29	Boots: Magnum Stealth Force 8.0 SZ Style #5198 in accordance with paragraph 3.7.3 and all bullet- points	10	\$
	Price per each pair		
2.30	Boots: UnderArmour Valsetz 2.0 Wide Tactical Boot in accordance with paragraph 3.7.1 and all bullet- points in accordance with paragraph 3.7.4 and all bullet- points	10	\$
	Price per each pair		
2.31	Boots: 5.11 A.T.A.C. 8" Shield CSA/ASTM boot, Style #12026, women's style: Women's A.T.A.C. 8" Storm Boot in accordance with paragraph 3.7.5 and all bullet- points	10	\$
	Price per each pair		
2.32	Boots: Force 8" Waterproof, SWAT Style #152001 Black in accordance with paragraph 3.7.6 and all bullet-points	10	\$
	Price per each pair		
2.33	Boots: Rocky AlphaForce	10	\$
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	Waterproof Duty Boot, Style		
	#FQ0002165 in accordance with		
	paragraph 3.7.7 and all bullet-		
	points		
	Price per each pair		
2.34	Boots: Reebok 8" Sublite Cushion Tactical Side Zip Waterproof Boot in accordance with paragraph 3.7.8 and all bullet-points	10	\$
	Price per each pair		
2.35	Boots: Bates GX-8 GoreTex Insulated Side Zip Boot, Style #EO2488, Women's Style #E02788 in accordance with paragraph 3.7.9 and all bullet-points	10	\$
	Price per each pair		
2.36	Boots: Bates 8" Tactical Sport Side Zip Boot, Style #E02261 in accordance with paragraph 3.7.10 and all bullet-points	10	\$
	Price per each pair		
2.37	Boots: 5.11 Skyweight Side Zip Boot Style #12318 in accordance with paragraph 3.7.11 and all bullet-points	10	\$
	Price per each pair		
2.38	Boots: Merrell MOAB 2 8" Tactical WP Boot, J15845: in accordance with paragraph 3.7.12 and all bullet-points	10	\$
	Price per each pair		
2.39	Boots: Reebok 8" Dauntless Ultra- Light Side Zip Duty-Boot in accordance with paragraph 3.7.13 and all bullet points	10	\$
	Price per each pair		

2.40	Boots: Reebok 8" Rapid Response Side Zip Composite Toe Boot in accordance with paragraph 3.7.14 and all bullet points	10	\$	
	Price per each pair			
Alteratio	ons – Adjustments-Embroidery		· · · · · · · · · · · · · · · · · · ·	
2.41	Add-on fee, per article of clothing for any alteration/adjustment/ embroidery– one time per specific piece of clothing.	1	\$	
2.42	Firm, Fixed Discount off current contractor catalog price or MSRP, whichever is less, for other uniform clothing and footgear items not specifically identified in the previous line items.	1		%

Renewal Options:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If a percentage is not proposed (i.e., left blank or quoted as a "zero -0%"), the County shall have the right to execute the option at the same price(s) proposed <u>for</u> the initial (i.e., first/2019) contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

ALL PERCENTAGES SHALL BE APPLIED TO THE FIRM PRICING <u>QUOTED FOR THE INITIAL CONTRACT PERIOD</u>. The offeror is cautioned that percentages that are the same value for successive renewal options <u>shall be</u> calculated against original, not compounded, pricing.

2.43.1 Renewal Option Percentage Price Adjustment 1st Renewal Period: January 1, 2020 – December 31, 2020

%

Applied to original bid pricing Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: ______ OR Minimum Decrease: _____

2.43.2 Renewal Option Percentage Price Adjustment 2nd Renewal Period: January 1, 2021 – December 31, 2021

%

Applied to original bid pricing Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: ______ OR Minimum Decrease: _____

2.43.3 Renewal Option Percentage Price Adjustment 3rd Renewal Period: January 1, 2022 – December 31, 2022

%

Applied to original bid pricing Vendor must identify below by checking appropriately as an INCREASE OR DECREASE: Maximum Increase: ______ OR Minimum Decrease: _____

3. <u>Vendor's Experience and Reliability:</u>

The evaluation of the vendor's proposed experience and reliability will be subjective based on the ability of the vendor to perform the requirements stated herein. <u>Therefore, the</u> <u>vendor should present detailed information regarding their experience and reliability</u>. The following information should be provided by the vendor in order to assist Boone County in the evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

3.1 **Company History:** The vendor should describe in the available space the company's background in provision of law enforcement uniform trousers, shirts, coats, hats and boots e.g., when the company was founded, how long the company has been serving the national and Missouri markets, etc.:

3.2 Vendor's References:

The offeror should provide reference contact information below regarding provision of law enforcement trousers, shirts, coats, hats and boots similar to what is being offered to Boone County:

3.2.1	Company/Entity Name:		
	Contact Name:		
	Contact's Title:		
	City:	State:	
	Telephone Number and Area Code:		
	E-mail Address:		
	Description of Equipment/Services Furnished:		
	Availability of Reference:		
3.2.2	Company/Entity Name:		
	Contact Name:		
	Contact's Title:		
	City:	State:	
	Telephone Number and Area Code:		
	E-mail Address:		
	Description of Equipment/Services Furnished:		
	Availability of Reference:		
3.2.3	Company/Entity Name:		
	Contact Name:		
	Contact's Title:		
	City:	State:	
	Telephone Number and Area Code:		
	E-mail Address:		
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Description of Equipment Furnished:

Availability of Reference:

4. <u>Vendor's Proposed Method of Performance:</u>

The offeror should complete the following table to indicate clearly that the proposal meets RFP requirements by noting "Yes," or "Confirmed." The offeror should provide any detail that supports meeting the requirement.

4.1

Requirement	Confirm By Noting "Yes" or "Confirmed" That the Requirement is Provided – If the offeror is proposing only some of the items (e.g., some but not all boots) then identify the specific items by item number in the available space below
Provision of all law enforcement clothing identified herein (paragraph 3.1.1)	
All items are in current production and easily accessible (paragraph 3.1.2)	
As applicable to the specific product, , male and female styles, hemmed and unhemmed in customizable sizes are available for order (paragraph 3.1.3)	
Regarding boots, options for zipper or lace-up, with or without waterproofing shall be available for the County's order (paragraph 3.1.3)	
Provision of Quality Assurance and Control as described in paragraph 3.1.4	
Provision of Black Trousers as described in paragraphs 3.2.1 through 3.2.1(g)	
Provision of Brown Trousers as described in paragraphs 3.2.2 through 3.2.2(c)	
Provision of Shirts as described in paragraphs 3.3.1 through 3.3.1(i)	
Provision of Ties as described in	

4.3

paragraphs 3.4.1 through 3.4.1(d)	
Provision of Coats as described in paragraphs 3.5.1 through 3.5.4(1)	
Provision of Hats as described in paragraphs 3.6.1 through 3.6.2(c)	
Provision of Boots as described in paragraph title 3.7 and paragraphs 3.7.1 through 3.7.13(k)	

4.2 The offeror should describe in the following available space how the offeror will perform as a Single Point of Contact for the County (see also paragraph 3.9.1 herein):

4.3 The offeror should describe in the following available space how the offeror will deal with damaged product received by the County (see also paragraph 3.10.1 herein)

4.4 The offeror should describe in the available space below how the offeror will perform sewing and alteration services as described (see paragraphs 3.12.1 and 3.12.2 herein)

4.5 Basic Manufacturer Warranty:

All warranty coverage shall commence upon delivery and acceptance of the item by Boone County.

4.5.1 **Trousers and Shirts:**

A minimum one-year warranty is required on uniform trousers and shirts (see paragraph 3.11.1).

Confirm below that the minimum one-year warranty is provided on all trousers and shirts, and describe if longer warranty coverage is provided:

4.5.2 For all other items that will be provided under the contractor, the vendor should state the basic manufacturer warranty period which shall cover parts and labor.

Coats:
Warranty Term:

• Ties: Warranty Term: _____

• Hats: Warranty Term: _____

Boots:
Warranty Term:

4.5.3 **Delivery:**

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days ARO: ______ calendar days ARO.

4.5.4 Web-Based Ordering System:

The vendor should provide details about its web-based ordering system, detailing at minimum general features of the website, user profile set-up, differences in user profile set-ups that are available, e.g., general user versus administrative user, edit-capability, order tracking, and general website security features:

Other:

4.5.5

The offeror may provide any other details in the following available space about their proposal to the County not already covered above:

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The vendor should complete and return with the proposal

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, <u>Federal Register</u> (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 must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Liz Palazzolo Senior Buyer



Boone County Purchasing 613 E. Ash Street, Room 109 Columbia, MO 65201 Phone: (573) 886-4392 Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the vendor completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

Additional information may be obtained from: http://www.uscis.gov/files/nativedocuments/MOU.pdf

<u>If the vendor is an Individual/Proprietorship</u>, then the vendor must return the attached *Certification of Individual Bidder*. On that form, the vendor may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If the vendor chooses option number two, then the vendor will also need to complete and return the attached form *Affidavit*.

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

My name is ______. I am an authorized agent of ______ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract must affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, must not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this _____ day of ______, 20____.

Notary Public

RFP #: 40-27NOV18

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2.	I do not have the above documents, but provide an affidavit (<i>copy attached – see following page</i>) which may allow for temporary 90-day qualification.
3.	I have provided a completed application for a birth certificate pending in the State of Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT (Only Required for Certification of Individual Bidder (Option #2)

- see previous page -

State of Missouri))ss County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Printed Name

Social Security Number or Other Federal I.D. Number

On the date above written _______ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



"No Bid" Response Form

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

Liz Palazzolo, Senior Buyer (573) 886-4392 Fax: (573) 886-4390 E-Mail: lpalazzolo@boonecountymo.org

"NO BID RESPONSE FORM"

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID

If the vendor does 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, e-mail or fax.

Bid: RFP #40-27NOV18 – Law Enforcement Clothing and Boots

Business Name:	
Address:	

e:			
	e:	e:	e:

Reason(s) for Not Submitting Proposal Response :

RFP #: 40-27NOV18

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 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 resubmittal 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

- 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
- 19. **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.
- 20. **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.

Revised 1/17/2018

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