



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **06-17APR20**

Commodity Title: **FLEXIBLE ARMOR SHIRTS – TERM AND SUPPLY
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

**Bid Submission Address and Deadline – ONLY SEND
SEALED BIDS VIA USPO OR COURIER MAIL –
IN-PERSON BID SUBMISSION IS NOT ALLOWED AT
THIS TIME**

Day / Date: **Friday, April 17, 2020**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheelchair accessible entrance is available.

**Bid Opening – RESULTS WILL BE PUBLISHED ON-
LINE**

Day / Date: **Friday, April 17, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Technical Specifications**
- 3.0: **Bidder's Instructions and Evaluation**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**

Insertion Date:
Wednesday March 18, 2020

- **“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

1.1. **Invitation:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. The County requests bids for provision of Flexible Armor Shirts as specified below for the Boone County Sheriff's Department as further specified herein.

1.1.2. **History:** This is a new purchase for the County. The County anticipates doing an initial purchase to outfit its 13 SWAT team members with a long sleeve shirt and short sleeve shirt with one set of armor that can be swapped between the long and short sleeve shirts, i.e., two shirts and one set of armor. It is anticipated that sets would be replaced every five years, but the County would need an additional set or sets year to year as replacements prove necessary or as armor panels reach NIJ expiration.

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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the "successful bidder" who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a "Request for Bid." A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. **Bid Clarification:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

1.3.1. **Bid/Clarification Contact:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.2. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.3. **Bid Addendum:** If it becomes evident that this RFB 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 bid(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award will not be determined by price alone. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.

1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. 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.

1.4.2. **Contract Document:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County’s RFB or are unacceptable to County legal counsel.

1.5. Contract Execution: This RFB and the Vendor's Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. Precedence: In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. Compliance with Standard Terms and Conditions: The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

2. TECHNICAL SPECIFICATIONS

2.1. General Requirements:

2.1.1. The contractor shall provide flexible armor shirts, both long sleeve and short sleeve styles, male and female, on an as needed, if needed basis as ordered by the Boone County Sheriff's Department in accordance with the terms and specifications stated herein.

2.1.2. All flexible armor shirts shall provide protection against ballistic penetration while reducing resultant blunt trauma. At the option of the County, the contractor shall also make available shirts that provide stab protection.

2.1.3. The shirts provided by the contractor shall be available with all available options (e.g., warm weather and cold weather options), sizes (S-2XL), and colors. It is anticipated that the County will order Coyote tan shirts but other colors must be available upon request.

2.1.4. Shirts must include removable modular ballistic panels that allow for the shirts to be easily cleaned/laundered.

2.1.5. Shirts shall be light-weight and allow for range of motion

2.1.6. Shirts shall have an exoskeleton-type design allowing for articulation in the shoulder and deltoid region

2.1.7. Shirts shall be made of fabric that is breathable, anti-microbial, and moisture wicking

2.1.8. Shirts shall include at least one strategically accessible pocket, e.g., bicep pocket

2.2. Estimates – Minimum Order Requirements Prohibited:

2.2.1. All quantities represented herein are estimates. The contractor shall understand and agree that the estimates as such are nonbinding on the County, and the County does not guarantee a specific quantity of purchase at the time of order or over the course of the contract period. In addition, the contractor shall not impose a minimum order requirement.

2.3. Sizing Chart and Samples:

2.3.1. The contractor shall provide a sizing chart and other recommendations to the Sheriff's Department to help officers determine the appropriate shirt size. Upon request, the contractor shall provide shirt samples to help determine size at no additional cost to the County.

2.4. Material and Panel Construction Requirements:

2.4.1. Flexible armor shirts shall be made of materials and manufactured in conformance with current NIJ Standard 0101.06 Level IIIA for ballistics resistance.

2.4.2. At the option of the County, the contractor shall also make available stab resistant flex armor shirts that shall meet current NIJ Standard 0115.00 Spike Class 3 requirements for stab/spike resistance.

2.5. NIJ Testing Requirements:

2.5.1. The flexible armor shirts provided by the contractor shall be in compliance with and certified by the current NIJ Standard 0101.06 Level IIIA for ballistics for the duration of each contract period.

2.6. Warranty and Replacement Requirements:

2.6.1. The standard manufacturer warranty at minimum shall be provided by the contractor. The warranty shall commence after delivery and acceptance by the County.

2.6.2. Within thirty (30) calendar days of notification to the contractor from the County, or longer if prior approved by the County on a case-by-case basis, the contractor must replace any defective flexible armor shirt or ballistic panels during the warranty period at no additional cost to the County.

2.7. Inspection of Flexible Armor Shirt After Delivery:

2.7.1. All flexible armor shirts purchased by the Sheriff's Department shall be subject to visual inspection. The contractor shall understand and agree that if a delivered flexible armor shirt fails to pass visual inspection, it shall be returned to the contractor at no cost to the County.

2.8. Packaging Requirements:

2.8.1. All flexible armor shirts shall be packaged and shipped consistent with good commercial practices

2.9. Designee:

2.9.1. For the purposes of the contract, the "designee" shall be the Boone County Sheriff's Department, Attention: Captain Gary German, 2121 County Drive, Columbia, MO 65202.

2.10. Delivery Address:

2.10.1. All ordered products shall be delivered to the Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.

2.10.2. **Delivery Terms:** All products shall be delivered FOB Destination, Freight Prepaid and Allowed – Inside Delivery by the time indicated on the Vendor Response and Pricing Pages. The contractor shall promptly communicate to the Sheriff’s Department designee any delay in delivery of the flexible armor shirts or conducting requested measurements that would cause the contractor to perform later than the times shown. As stated previously, all delivery shall be provided FOB Destination with freight and transportation charges including related insurance fully included in quoted pricing, and prepaid by the contractor.

2.11. Contractor Sample Assurance:

2.11.1. 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 Sheriff’s Department for the duration of the contract.

2.12. Replacement of Damaged Product:

2.12.1. The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning defective or damaged items to the contractor for replacement.

2.13. Return of Goods:

2.13.1. The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.14. Product Substitutions:

2.14.1. 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 Department.

2.14.2. 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.

2.14.3. 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. Any substitute shall be subject to a vest demo/trial as described herein.

- 2.14.4. Any item substitution shall require a formal contract amendment authorized by the County prior to the County acquiring the substitute item under the contract.
- 2.14.5. 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.
- 2.14.6. No substitutions of product shall be made without the prior written approval of the County Purchasing Department on behalf of the Sheriff's Department. Any such change to the contract must be accomplished through a formal written amendment to the contract produced by the Purchasing Department and approved by the Boone County Commission.

2.15. Billing and Payment:

- 2.15.1. Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed for the specific contract period.
- 2.15.2. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.
- 2.15.3. As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202.
- 2.15.4. The County will pay the contractor the pricing quoted on the Vendor Response and Pricing Pages of the contract for the acceptable vest(s) as the result of the vest trial after the County awards the contract.

2.16. Contract Period:

- 2.16.1. The contract period shall be from **the Date of Award through One Year**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

2.17. Pricing:

- 2.17.1. Contract pricing shall be considered firm, fixed 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 and Pricing Pages 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.

- 2.17.2. **Price Increase:** 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.
- 2.17.3. 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 and Pricing Pages of the contract.
- 2.17.4. 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.
- 2.17.5. All prices shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.18. Contract Extension:

- 2.18.1. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.19. Reports:

- 2.19.1. Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

3.1 RESPONSE CONTENT:

3.1.1. It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."

3.2 SUBMITTAL OF RESPONSES:

3.2.1. Responses MUST be received by the date and time noted on the title page under "Bid Submission Address and Deadline." NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. IN-PERSON BID SUBMISSION IS NOT ALLOWED AT THIS TIME. USE THE USPO OR COURIER MAIL TO SUBMIT THE BIDDER'S SEALED BID.

3.2.2. **Submittal Package:** Submit, to the location specified on the title page, **three (3) complete copies** of the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.

3.2.3. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.

3.3. BID OPENING:

3.3.1. On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud and posted on-line. While the bid opening is public the bidder is advised to contact the Buyer if planning to attend. Attendance is discouraged at this time – all bid results will be made available on-line.

3.4. REMOVAL FROM VENDOR DATABASE:

3.4.1. If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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.

3.5. RESPONSE CLARIFICATION:

3.5.1. The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.

- a. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.

3.6. FLEXIBLE ARMOR SHIRT DEMO/TRIAL:

3.6.1. As the County deems necessary, a flexible armor shirt demonstration/trial shall be part of the bid evaluation process. Upon the County's request, the bidder shall provide and allow the County to test at least two (2) samples of the flexible armor shirt bid for a minimum 6 weeks and as long as 8-weeks as part of the bid evaluation process. The vest demo/trial shall be conducted at no cost to the County. The bidder has the option of bidding more than one flexible armor shirt model. The bidder shall understand that the decision of the County shall be final at the end of the trial period regarding the preferred flexible armor shirt. The County will return any tested flexible armor shirt (s) that is not chosen after the trial period; the bidder shall pick-up the flexible armor shirt from the Boone County Sheriff's Department upon the County's request, or otherwise be responsible for the costs of return.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder 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. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: _____

4.7. Federal Tax ID or Social Security #: _____

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with

Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today’s Date: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder 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.

4.10 PRICING:

The bidder shall complete firm, fixed pricing below. Specifications presented herein identify minimum characteristics that the products bid shall meet. All pricing shall be firm and fixed. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County).

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial Contract Period
4.10.1	Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male Sizes S-2XL All colors Brand Reference: Flex9-ZFLEX9-III A or Equal	13	\$

	<p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
4.10.2	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLEX9-III A or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	13	\$ _____
4.10.3.	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Long Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p>	13	\$ _____

	<p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>		
4.10.4.	<p>Flexible Armor Shirt Level NIJ IIIA – Ballistic - Short Sleeve – Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZFLFR9-IIIA or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	13	\$

<p>4.10.5.</p>	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p> <p>Model: _____</p>	<p>2</p>	<p>\$</p> <hr/>
<p>4.10.6.</p>	<p>Flexible Armor Shirt Level Spike Level 3 – Short Sleeve- Male</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSP-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand: _____</p>	<p>2</p>	<p>\$</p> <hr/>

	<p>Model:</p> <p>_____</p>		
4.10.7.	<p>Flexible Armor Shirt Level Spike Level 3 - Long Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid, provide the same information for each shirt being bid.</p> <p>Brand:</p> <p>_____</p> <p>Model:</p> <p>_____</p>	2	\$
4.10.8.	<p>Flexible Armor Shirt Level Spike Level 3 - Short Sleeve- Male - Fire Retardant</p> <p>Sizes S-2XL</p> <p>All colors</p> <p>Brand Reference: Flex9-ZKSPFR-3 or Equal</p> <p>Identify below the brand/model of shirt being bid. If more than one shirt is being bid,</p>	2	\$

	provide the same information for each shirt being bid. Brand: _____ Model: _____		

4.10.10 Renewal Options Price Adjustments – Applies to all line items:

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 the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial (i.e., first) contract period.

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

All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.

**4.10.10.1 Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.10.2 Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.10.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

_____ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. Delivery Time:

4.11.1. **Delivery of Flexible Armor Shirt:** The desired delivery of a flexible armor short after measurements have been made is thirty (30) calendar days after the receipt measurement. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days after measurement.

4.11.2. **Bidders Note:** The representation made above shall be contractually binding if the bidder is awarded a contract.

4.12. Disclose Litigation, If Any:

4.12.1. The bidder **must** disclose all legal claims, current and pending, which have been made against the manufacturer of the flexible armor shirt(s) being bid. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of bid. If there are no legal claims, the bidder is strongly advised to indicate "none" or "N/A" below – **do not leave the space blank**. It is strongly encouraged that the information be included with the bid. Such material must be provided upon request of the Purchasing Department if not included in the bid, and it shall be produced within five (5) business days of the request. Failure to provide requested information may result in disqualification of the bid.

4.13. Documentation Requirements: The bidder must provide/attach the following documentation with the sealed bid which is preferred or within five (5) business days of request by the Purchasing Department as part of the evaluation of the bid in order to be considered for an award. Failure to comply may result in disqualification of the bid.

4.13.1. **Ballistics Certification:** NIJ Standard 0101.06 Level IIIA - include proof of current certification and test reports from an accredited and independent laboratory.

4.13.4. **Quality Assurance:** provide documents that address quality assurance training and quality control procedures in the manufacture of the vest(s) and carrier(s) being bid.

4.13.6. **Wear Weight:** What is the weight in #'s/ounces of the flexible armor shirt, long sleeve and short sleeve:

Long Sleeve Flexible Armor Shirt:

Short Sleeve Flexible Armor Short:

4.14. Size Charts

Provide as an attachment or describe below the bidder's size chart for ordering the armor shirt, e.g., tall, short, regular, etc.

4.15. Customer Service

Describe in the available space how the bidder will perform customer service to manage/serve the Sheriff Department account:

4.16. Warranty:

The standard manufacturer's warranty shall be provided to commence upon delivery and acceptance of the flexible armor shirt. The bidder should address in the available space the parts and labor warranty length and any other warranty terms that apply:

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Bid Response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., 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.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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.

Option

- _____ 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 (copy attached – *see following page*) 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 shall 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

Social Security Number
or Other Federal I.D. Number

Printed Name

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:



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

Standard Terms and Conditions

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

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 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. 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



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 06-17APR20–Flexible Armor Shirts – Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

