

#### **Boone County Purchasing**

601 E. Walnut, Room 209 Columbia, MO 65201

#### Heather Turner, CPPB, Buyer

(573) 886-4392 - FAX (573) 886-4390 Email: hturner@boonecountymo.org

Bid Data

Bid Number: 80-29NOV05

Commodity Title: Radio Broadcasting Services Term and Supply

#### DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY - November 29, 2005

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

**Boone County Johnson Building** 

601 E. Walnut, Room 208 Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup>

Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of

the building.

**Bid Opening** 

Day / Date: TUESDAY - November 29, 2005

Time: 1:30 P.M. C.S.T.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, Room 213 Columbia, MO 65201

**Bid Contents** 

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

**Exhibit A-Prior Experience** 

**Standard Terms and Conditions** 

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
  - Purchasing The Purchasing Department, including its Purchasing Director and staff.
  - *Department(s) or Office(s)* The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
  - Designee The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

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

- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax or email, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD -** Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2006 through December 31, 2006, and may be automatically renewed for an additional four (4) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of **Radio Broadcasting Services** for the Boone County Human Resources Department.
- 2.2. **Contract Duration -** The Term and Supply Contract period shall be from January 1, 2006 through December 31, 2006, and may be automatically renewed for up to an additional four (4) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension -** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents -** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3.. **TECHNICAL SPECIFICATIONS** The contractor shall provide radio broadcasting services in accordance with the following specifications.
- 2.3.1. The contractor shall broadcast a total of 132 ads.
- 2.3.2. Each ad shall be approximately 60 seconds in length.
- 2.3.3. The ads shall run for one (1) week during each quarter for a total of four (4) weeks out of the year. The 132 ads shall be split evenly among the four (4) weeks.
- 2.3.4. The ads shall run on a Saturday, Sunday, and Monday and be split evenly among the 24 hours of each day.
- 2.3.5. The following dates are the anticipated 2006 dates for the ads to be run, however the County requires flexibility with these dates in case some adjustments need to be made throughout the year.
  - January 28-30
  - April 29-May 1
  - July 29-31
  - October 27-29
- 2.3.6. Each ad shall include employee of the quarter recognition as well as a list of open positions and how to apply for them.
  - 2.4. ADDITIONAL REQUIREMENTS
- 2.4.1. The contractor must contact the Boone County Human Resources Department two to three weeks prior to the ad run date to obtain the Employee of the Ouarter information.
- 2.4.1.1. The contractor must obtain permission from the Human Resources Department prior to contacting the Employee of the Quarter directly.
- 2.4.1.2. Once the contractor obtains the information from the Human Resources Department, the contractor shall be responsible for scheduling an interview time which is conducive to the Employee of the Quarter's schedule.
- 2.4.1.3. The contractor shall conduct a brief taped interview with the Employee of the Quarter with questions such as employee's name, position, department, how long the employee has worked for the County, and why the employee enjoys working for the County.
  - 2.4.2. The contractor must contact the Human Resources Department during the week prior to the run dates in order to obtain open position information.
  - 2.4.3. The contractor must obtain approval of the ads from a Human Resources designee prior to the run date.
  - 2.4.4. The contractor must submit run times (via fax or email) to the Human Resources Department prior to the end of business on the Friday before the ads are set to run.

- 2.4.5. The contractor shall provide two (2) electronic (cassette tape or CD) copies of each ad to the Boone County Human Resource Department.
  - 2.5. **INVOICING AND PAYMENT** The contractor must submit a monthly invoice to the Human Resource Department at: 601 E. Walnut, Room 211, Columbia, MO 65201. Payment shall be made 30 days after receipt of a correct and valid invoice.
  - 2.6. **BID SUBMITTAL INFORMATION** The bidder must include specific listener demographics and total listenership numbers for their station(s) with their bid response.
  - 2.7. **DESIGNEE** Boone County Human Resources Department, 601 E. Walnut, Room 211, Columbia, MO 65201.
- 2.7.1. **Bid Clarification -** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: https://doi.org/10.1016/j.ne/https://doi.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award -** If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
  - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
  - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest
  - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation –** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County	of Boone				Pı	irchasing Department
<b>4.</b> 4.1.		the outside, le	eft corner with		sponse in a	single sealed envelope, return address, the bid
4.2.	Address:					
4.3.	City/Zip:					
4.4.	Phone Number:					
4.5.	Fax Number:					
4.6.	Federal Tax ID:					
4.6.1.	( ) Corporation ( ) Partnership - Na ( ) Individual/Prop ( ) Other (Specify)	ame rietorship - Ind	ividual Name _			
4.7.	<b>PRICING</b> Ad Period	Saturday	Sunday	Monday	Total # of Ads	Firm, Fixed Price Per Period
4.7.1.	1/28/06-1/30/06	ads	ads	ads		\$
4.7.2.	4/29/06-5/1/06	ads	ads	ads		\$
4.7.3.	7/29/06-7/31/06	ads	ads	ads		\$
4.7.4.	10/27/06-10/29/06	ads	ads	ads		\$
4.7.5.	TOTAL					\$
4.8. 4.8.1.	bidding which have been read and understood, and all of which are made part of this order.					
4.8.2.	Type or Print Signe	d Name:				
4.9.	Maximum % Increa		Dariade		ay's Date: _	
4.9.						
	Maximum % Increa					
	Maximum % Increa	se 4 <sup>th</sup> Contract	Period:	_%		
4.10	Maximum % Increa				in Dec. C	
4.10.	will you honor the cooperative purchas					ounty who participate in No

# EXHIBIT A

PRIOR EXPERIENCE (References of similar services for governmental agencies are preferred)

1.	Prior Services Performed for:					
	Company Name: Address:					
	Contact Name: Telephone Number:					
	Date of Contract: Length of Contract:					
	Description of Prior Services (include dates):					
2.	Prior Services Performed for:					
	Company Name: Address:					
	Contact Name: Telephone Number:					
	Date of Contract: Length of Contract:					
	Description of Prior Services (include dates):					
3.	Prior Services Performed for:					
	Company Name: Address:					
	Contact Name: Telephone Number:					
	Date of Contract: Length of Contract:					
	Description of Prior Services (include dates):					



#### Standard Terms and Conditions

**Boone County Purchasing** 601 E. Walnut, Room 209 Columbia, MO 65201 **Heather Turner, Buyer** 

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

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

Heather Turner, CPPB, Buyer (573) 886-4392 – Fax: (573) 886-4390

### "NO BID RESPONSE FORM"

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

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

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

### Bid: 80-29NOV05

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	