



**Request For Bid (RFB)**

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

***Tyson Boldan, Buyer***  
573/886-4392 - FAX 573/886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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***Bid Data***

Bid Number: **26-29APR09**  
Commodity Title: **Stab Resistant Body Armor**

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

***Bid Submission Address and Deadline***

Day / Date: **WEDNESDAY, APRIL 29, 2009**  
Time: **1:30 PM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

***Bid Opening***

Day / Date: **WEDNESDAY, APRIL 29, 2009**  
Time: **1:30 PM (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

***Bid Contents***

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Work Authorization Certification  
Debarment Form  
Certification of Individual Bidder  
Individual Bidder Affidavit  
Standard Terms and Conditions  
"No Bid" Form**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
    - Purchasing* - The Purchasing Department, including its Purchasing Director and staff.
    - Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
    - Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
    - Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
    - Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
    - Supplier* - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
  - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
  - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
  - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through June 30, 2010, and may be automatically renewed for an additional three (3) 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.

Department**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of Stab Resistant Body Armor as specified below for the Boone County Corrections Department.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.2. **SCOPE – Stab Resistant Body Armor: Point Blank TE-Spike 3 or equal**
- 2.2.1. This product specification details the style and quality of stab resistant body armor intended for use by members of this agency. The vests shall be worn comfortably while being worn over a shirt. All vests shall provide protection against labeled stab penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for all personnel.
- 2.2.2. The vest must include an extra carrier.
- 2.3. **SCOPE OF SPECIFICATIONS**
- 2.3.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the performance or integrity of the stab resistant body armor being offered shall be addressed in writing and submitted with the bid.
- 2.4. **PURCHASE REQUIREMENTS**
- 2.4.1. The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal will be rejected.
- 2.5. **SPECIFIC QUANTITY**
- 2.5.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.
- 2.6. **STAB RESISTANT MATERIAL AND PANEL CONSTRUCTION**
- 2.6.1. Kevlar Correctional™ – Each stab resistant panel shall consist of 17 layers of premium grade 70x70, 200 denier Kevlar Correctional™ Aramid material with a normal weight of 3.8 oz/square yard.
- 2.6.2. Kevlar Needled Punch Felted Fabric – Each ballistic panel shall contain one (1) layer of Kevlar needle punched felt with a nominal weight of 9.18 oz/square yard.
- 2.6.3. Stab Resistant Panel (Nylon, Day Glow Orange) – 200 denier, type 6.6 nylon fabric, with a minimal pick count of 60x50, and nominal weight of 3 oz. per square yard, including a water-repellant urethane coating.
- 2.6.4. Weight – The seventeen (17) layers as specified shall have a nominal weight of .45 oz. In a 12 x 12 (one square foot) section, taking into account the material manufacturer's weight tolerances.

- 2.7. **ICE PICK TESTING**
- 2.7.1. Test Procedure – This vest shall be in compliance with and certified by NIJ Standard 0115.00. For any given protection level, the test protocol requires the knife blade or spike to impact the armor test sample at two distinct energy levels. A maximum blade or spike penetration of 7mm (0.28 in) is allowable. The penetration limit was determined through research indication that internal injuries to organs would be extremely unlikely at 7mm (0.28 in) of penetration.
- 2.7.2. The test protocol then requires an overtest condition where the knife blade or spike kinetic energy is increased by 50%. At this higher test, a maximum blade or spike penetration of 20mm (0.79 in) is allowable. This overtest is required to ensure that there is an adequate margin of safety in the armor design.
- 2.8. **WARRANTY**
- 2.8.1. The outershell of the vest shall be warranted to be free from any defects in material or workmanship for twenty-four (24) months from date of first use. The stab resistant panels shall be warranted for five (5) years from date of first use. Copy of manufacturer's warranty registration card to be enclosed with bid.
- 2.9. **ADJUSTMENTS AND ALTERATIONS**
- 2.9.1. The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.
- 2.10. **INSPECTION OF BODY ARMOR AFTER DELIVERY**
- 2.10.1. All soft body armor purchased by the Department will be subject to visual inspection.
- 2.11. **QUALITY ASSURANCE**
- 2.11.1. The vendor shall submit a quality assurance program to include the receipt, testing, and serialization of both stab resistant fabric and stab resistant packages. Failure to submit detailed quality control procedures shall be cause for rejection.
- 2.12. **PROOF OF STABILITY**
- 2.12.1. The low bidder must disclose all legal claims, current and pending, which have been made against the manufacturer. 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 the low bidder.
- 2.13. **PRODUCT LIABILITY INSURANCE**
- 2.13.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.
- 2.14. **PACKAGING**
- 2.14.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 2.14.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.
- 2.14.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.
- 2.14.4. All soft body armor shall be packaged and shipped consistent with good commercial practices.
- 2.15. **DOCUMENTATION**
- 2.15.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:
  - 2.15.1.1. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.
  - 2.15.1.2. NIJ 0115.00 Certification and test reports from an accredited laboratory.
  - 2.15.1.3. Quality Control Procedures.

- Incoming materials
  - Lay-up configuration
  - In-process configuration
  - Testing verification
  - Ability to trace serial numbers
  - Inspection of ballistic panel stitching
  - Random final product inspection and continuous in-process surveillance
  - Quality Assurance training and indoctrination Quality Control Procedures.
- 2.15.1.4. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 2.15.1.5. Documentation stating a 5-year ballistic package warranty.
- 2.15.1.6. Documentation stating a 24-month cover warranty.
- 2.16. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.17. **DESIGNEE** – Boone County Sheriff's Department, Jenny Atwell, 2121 County Drive, Columbia, MO 65202. Phone: 573-875-1111
- 2.17.1. **Contact** - Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)
- 2.18. **DELIVERY** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.18.1. **Delivery Terms:** FOB Destination – Inside Delivery - Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.18.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

**Department**

**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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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.

Department

**4. Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_
- 4.7.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

**PRICING**

**4.8.**

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
Stab Resistant Body Armor Point Blank TE-Spike 3 with an extra carrier for a total of two (2) carriers. <b>NO</b>			
4.8.1. <b>SUBSTITUTIONS ALLOWED</b>	\$ _____	15	\$ _____

**4.9. RENEWALS**

- 4.9.1. Maximum Increase 1<sup>st</sup> Renewal Period \_\_\_\_\_ %
- 4.9.2. Maximum Increase 2<sup>nd</sup> Renewal Period \_\_\_\_\_ %
- 4.9.3. Maximum Increase 3<sup>rd</sup> Renewal Period \_\_\_\_\_ %

**PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.**

- 4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

- 4.11. Delivery ARO: \_\_\_\_\_



4.12. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
\_\_\_\_\_ Yes                      \_\_\_\_\_ No

4.12.1. Authorized Representative (Sign By Hand):

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

4.12.2. Print Name and Title of Authorized Representative

\_\_\_\_\_

### 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

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 *E-Verify Memorandum of Understanding* that you 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>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you 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 you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



(Please complete and return with Contract)

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date







**Standard Terms and Conditions**

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

**Tyson Boldan, Buyer**  
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 Quotation 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 quotation 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. 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.

**Boone County Purchasing  
Heather Turner  
Buyer**



601 E. Walnut-Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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**"NO BID" RESPONSE FORM**

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

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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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.**

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number **26-29APR09 Stab Resistant Body Armor**

_____	_____
(Business Name)	(Date)
_____	_____
(Address/P.O. Box)	(Telephone)
_____	_____
(City, State, Zip)	(Contact)

REASON(S) FOR NOT SUBMITTING A BID: