



# COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

## 2017-20: DUTY GEAR, SHERIFF'S DEPARTMENT

*SUBMISSIONS SHALL BE ACCEPTED UNTIL*

**FRIDAY, MARCH 17 at 9:00 a.m. CST**

*AND RECEIVED AT:*

**COLE COUNTY COMMISSION  
311 EAST HIGH STREET, ROOM 200  
JEFFERSON CITY, MO 65101**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Direct Contact Name (Typed/Printed)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Office Telephone Number

\_\_\_\_\_  
Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Name (Typed/Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# REQUEST FOR BID

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Sealed bids will be accepted by the Cole County Commission for consideration in provision of the following:

**2017-20 DUTY GEAR, SHERIFF'S DEPARTMENT**

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 9:00 a.m. on Friday, March 17, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at [www.colecounty.org](http://www.colecounty.org) or by contacting Jennifer Prenger at [jprenger@colecounty.org](mailto:jprenger@colecounty.org).

NEWS TRIBUNE: February 19, 26 & March 5  
Legal Notices  
Cole County Commission  
311 East High Street  
Jefferson City MO 65101

# COLE COUNTY COMMISSION

COMMISSION  
(573) 634-9110

**PURCHASING**  
1736 SOUTHRIDGE DRIVE  
JEFFERSON CITY, MISSOURI 65109

**PURCHASING**  
(573) 634-9168

## REQUEST FOR BID

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### 1.0 OVERVIEW

- 1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the provisions of this Request for Bid in supplying duty gear to the Cole County Sheriff's Department.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS".

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

**Jennifer Prenger, Purchasing Agent**  
**[jprenger@colecouny.org](mailto:jprenger@colecouny.org)**

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at [www.colecounty.org](http://www.colecounty.org). An addendum may contain information that could affect bid responses. **It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.**

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Friday, March 17 at 9:00 a.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 **ADVICE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

## **2.0 TERMS AND CONDITIONS**

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's

submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at [www.colecounty.org](http://www.colecounty.org). Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.

- 2.15 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.16 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.17 **SHIPMENTS.** All shipments shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.18 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.19 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.20 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.21 **EVALUATION.** 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.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.23 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful

bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.25 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT.** The Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Cole County, Missouri.

### **3.0 REQUIREMENTS**

- 3.1 **CONTRACT TERM.** It is the intent of the County to establish a one-year contract, renewable annually, for up to three consecutive years under this bid. For the duration of this contract, prices must be fixed; adjustments will be accepted only during renewal periods and only when a verifiable letter from the manufacturer confirming a cost increase is presented to and accepted by Cole County.

This contract will be considered “preferred use” which means that County should use the contract for purchasing duty gear when pricing, delivery, and other contractual terms and conditions are in the County’s best interest to do so. In the event that the County is able to source the products, or like or similar products that meet the County’s needs at a better price, then the County has authority to purchase the items from other sources so long as the County follows statutory requirements.

The contract shall terminate absolutely and without further obligation at such time as appropriated funds are no longer available to satisfy the obligation of Cole County under this contract.

If, at any time, the County or contractor determines it is in its best interest to do so, either party may cancel this Agreement by giving thirty (30) days advance written notice.

- 3.2 **QUANTITIES.** The County DOES NOT have estimated annual usage for the items being bid. All products shall be provided to the County on an “as needed, if needed” basis.
- 3.3 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid and included in all bid prices.
- 3.4 **QUALITY.** Successful bidder(s) must guarantee the acceptance of returned defective or otherwise unacceptable product, shipping paid, within 30 days of delivery and must repair, replace or refund the County (at the County’s option) at no additional charge.

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
(title of person signing)

of \_\_\_\_\_  
\_\_\_\_\_  
(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) \_\_\_\_\_

(BY) \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



## **BID SUBMISSION CHECKLIST**

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- Fully executed cover page (page 1 of this document)
- Bidder Response Form, fully executed
- Anti-Collusion Statement signed by a Notary Public (page 8 of this document)
- ONE ORIGINAL and TWO EXACT DUPLICATES of your bid submission

# BIDDER RESPONSE FORM

Bid No. 2017-20

Duty Gear, Sheriff's Department

Bid Opening: 3/17/2017

		Cost Each	Notes
<b>DUTY GEAR</b>			
1	ASP Expandable Baton 21" 82105, Black Alt: _____	\$ _____	
2	ASP Rotating Sidebreak Scabard 2521, Black Alt: _____	\$ _____	
3	Gould & Goodrich Leather Mace Case B631-4 Alt: _____	\$ _____	
4	Gould & Goodrich Double Mag Case K647-3 Alt: _____	\$ _____	
5	Gould & Goodrich Leather Handcuff Case B140 Alt: _____	\$ _____	
6	Safariland ALS/SLS Level III Mid Ride Holster 6360 Alt: _____	\$ _____	
7	Safariland Hidden Snap Keeper 62 Alt: _____	\$ _____	
8	Streamlight Polystinger C4 LED Rechargeable Flashlight with Choice of Charger 66401 Alt: _____	\$ _____	
9	Leather Holster for Streamlight Polystiner Flashlight Mfr/Item No: _____	\$ _____	
10	Citation Holder Mfr/Item No: _____	\$ _____	
11	Gold Whistle with Chain Mfr/Item No: _____	\$ _____	
12	Gould & Goodrich Glove Pouch K555 Alt: _____	\$ _____	
13	Gould & Goodrich Leather 2 1/4" Sam Browne Duty Belt G4145 Alt: _____	\$ _____	
14	Velcro Inner Belt Mfr/Item No: _____	\$ _____	
15	Sam Brown Belt Buckle for Duty Belt, Gold Mfr/Item No: _____	\$ _____	
16	Streamlight TLR-1 Tactical LED Gun Light 157R84 Alt: _____	\$ _____	
17	First Defense 360 Projection Stream Mark 4 350095 Alt: _____	\$ _____	

18 <b>Tuff Products Double Cuff Case X672-4</b> Alt: _____	\$ _____	
19 <b>Gould &amp; Goodrich Leather Belt Keepers B142-4</b> Mfr/Item No: _____	\$ _____	

Lead Time (Business Days) from date order is placed: \_\_\_\_\_ Days

Listed manufacturer/item numbers are intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration. Cole County shall be the sole judge of equivalency. **IF BIDDING AN ALTERNATE, BIDDER MUST DEFINE MANUFACTURER AND PART NUMBER FOR EACH LINE ITEM.**

Deliveries shall be F.O.B. destination freight prepaid and included in all bid prices.

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*Business Name*

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*Authorized Signature*