



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
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Bid Data

Bid Number: 24-22APR02
Commodity Title: **Court House Doors**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Pre-Bid Conference

Day / Date: FRIDAY – April 12, 2002

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

Location **Boone County Purchasing Department**
Boone County Johnson Building
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Bid Submission Address and Deadline

Day / Date: MONDAY – April 22, 2002

Time: 1:25 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 6th 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: MONDAY – April 22, 2002

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

Location / Address: **Boone County Johnson Building Conference Room**
601 E. Walnut, Room 207
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**
Exhibit A
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 e-mail, 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 date of award through December 31, 2002, and may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 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 the **Furnishing, Delivery, Replacement and Installation of New, Solid Hardwood Double Entry Doors with Glass at the front entry of the Boone County Court House** as detailed in the following specifications.

2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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.

2.1.2. **PRE BID CONFERENCE:** A pre-bid conference is scheduled for Friday, April 12, 2002 at 1:30 p.m. at the Boone County Johnson Building, 601 E. Walnut, Conference Room 213, Columbia, MO 65201. Upon completion of the pre-bid conference, a site tour will be conducted.

2.1.3. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.

2.1.4. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

2.2. **SCOPE OF WORK** - Removal of old doors and hardware at above location. Replacements shall be solid hardwood double entry doors with double strength tempered clear safety glass using existing hardware and built-in locking mechanisms.

2.3. Doors are to be constructed, sanded, stained, sealed and refinished offsite to match existing outside framework and doors removed; includes all weather seals, caulking, glazing and sweeps. Remove electronic alarm sensors from old door glass and reinstall on new door glass; each side. Clean, polish, buff and refinish existing brass push plates and door pulls and reinstall all hardware, panic devices and locking mechanisms.

2.3.1. **Repair Location** – Boone County Court House, 701 E. Walnut Street, Columbia, Missouri 65201

2.3. MINIMUM TECHNICAL SPECIFICATIONS

2.3.1. **General Requirements:** All work to the hardwood double entry doors shall be done professionally and in accordance with manufacturer’s specified replacement methods and application processes for surface preparation, materials used, minimum and maximum dry film thickness and curing rates, and any special application instructions that may be required. Contractor shall prepare the site for work in such a manner as not to detract or prevent pedestrian traffic to and from the courthouse entrance.

2.3.1.1. **Work Schedule:** On-site work shall be performed on **Saturday** from 8:00 a.m. to 5:00 p.m. and date/time scheduled with Court Security Office and Facilities Maintenance Manager. Any deviation from the date/time schedule shall be approved by the Facilities Maintenance Manager. Preventative measures shall be established and utilized to ensure for the security and safety of the building entrance. At no time will the building be unable to be secured at night.

2.3.2. **Materials and Refinishing:** Contractor shall ensure that the new solid hardwood doors are stained, sealed and refinished **offsite** using durable and long lasting products suitable for interior

and exterior application. Color and sheen shall match existing trim and framework.

- 2.3.3. **Film Thickness:** A minimum of two (2) coats of sealer and two (2) coats of finish shall be utilized as recommended by the product manufacturers for uniformity, durability and stability. The number of coats of stain shall be enough to make new doors match existing framework. Coats of stain, sealer and finish shall be a uniform film that is free of over spray, dirt inclusion, unevenness, wrinkles, streaks, sags, runs, blisters, brush marks, or other defects. Any non-conformity in any coat shall be repaired prior to final inspection.
- 2.4. **Hardwood Doors/Hardware:** The contractor shall be responsible for reviewing the work site to obtain field measurements for size and thickness of the replacement doors. The style and color shall be as close an exact match to existing doors and framework as possible. Contractor shall include a statement as to style, type of glass, type of solid hardwood and a color sample with bid submission. The doors shall be hung utilizing existing hinges, panic devices, door self-closures, alarm sensors and built-in locking mechanisms. Any brass hardware to include push plates, kick plates, and door pulls shall be cleaned, polished, buffed, clear-coated and reinstalled for proper operation.
- 2.5. **Cleaning, Adjustment and Protection:** After installation, contractor shall take the following steps:
1. Remove temporary coverings and protection of adjacent areas.
 2. Remove installation debris from site and legally dispose of debris.
 3. Clean product surfaces and repair any defects found.
 4. Inspect work for compliance and provide County with an inspection report of work performed and signed off on by the Boone County Facilities Maintenance Manager as a final inspection and release.
- 2.6. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.6.1. Contractor will ensure that any field measurements of the new doors and openings are verified before being built and are test fitted prior to staining.
- 2.6.2. Entry doors are to be properly cleaned and serviced. Properly cleaned and serviced will mean all materials properly installed, cleaned, and functional.
- 2.6.3. Contractor must include complete descriptive product literature for proposed products. Bids received without descriptive literature are subject to rejection.
- 2.6.4. Contractor must submit a list of satisfied customers with bid submission. Exhibit A may be used for this purpose.
- 2.6.5. Contractor shall at his own expense, obtain all required permits and licenses and shall comply with all applicable laws, codes and ordinances promulgated by authorities having jurisdiction which may bear on the work. Contractor will not be required to obtain any City of Columbia permits but will need a County building permit. Contractor shall schedule project inspections with the Facilities Maintenance Department and Building Department as required.
- 2.6.6. Contractor may use subcontractors and shall be responsible for coordination of their work with other crafts and contractors working on the same job.
- 2.6.7. Contractor shall be responsible for the removal of rubbish, debris, tools, and equipment at the end of each day and at the completion of the project. There are no trash disposal containers available to the contractor on site.
- 2.6.8. Contractor shall be the sole responsible party for the protection and safety of any materials or products stored at the job site. Material Safety Data Sheets shall be available and maintained on site, as well as all products must have labels clearly marked as to identify container content.
- 2.6.9. Contractor shall provide appropriate warning signs, during the project to insure public safety.
- 2.7. **Invoices:** The County's purchase order number must appear on the invoice.
- 2.7.1. Invoices should be submitted to Boone County Facilities Maintenance for payment, which will be

made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

- 2.8. **Warranty:** At a minimum, contractor shall warrant work performed on Court House Doors project for a period of two years from date of installation. A statement of warranty shall be provided at time of bid submission. Work not covered under warranty includes weather related damage such as swelling, shrinking or warping.
- 2.9. **Contractor's Insurance:**
 - 2.9.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
 - 2.9.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
 - 2.9.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
 - 2.9.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
 - 2.9.5. **Insurance Certifications** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the

name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

- 2.12. Court House Roof Doors project is repair work only and as such does not require Prevailing Wage rates to be included in the contract.
- 2.13. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org
- 2.14. **Designee** – Boone County Public Works, Facilities Maintenance Division, Ken Roberts, Manager, Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
- 2.15. **Contact for Contract Administration:** Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflicts occur in the specification and/or the product manufacturer’s literature or procedure specified is not clearly understood by contacting Ken Roberts, Facilities Manager @ 573-886-4401. In the event the contractor fails to resolve any conflicts which may exist, he shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.
- 2.15. **Delivery of Services and Products:** FOB Destination – Boone County Public Works Department, Facilities Maintenance Division, Boone County Courthouse, 701 East Walnut, Columbia, MO 65201. Any product deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All products and/or materials shall be delivered to the job site in the original unopened cartons or containers and plainly marked with the name of the manufacturer.
- 2.16. **Award of Contract:** Bid evaluation will be based upon quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and past history of work performed.
- 2.16.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

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.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.

Responses shall include all charges for packing, delivery, etc. (unless otherwise specified) to the Boone County Public Works Department.

4.1. Company Name: _____

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 - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Court House Doors Project: We propose to furnish, deliver, replace and install the equipment/material as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with the County of Boone – Missouri specifications attached hereto. 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.

DESCRIPTION

UNIT PRICE

4.7.1. Hardwood Door Furnishing, Delivery, Replacement, Installation and Finishing (includes all labor, services, products, materials, freight, and insurance) \$ _____

4.7.2. Stain and Finish Type: _____

4.7.3. Manufacturer: _____

4.8. Describe Warranty Feature:

4.9. Project Completion: Within _____ days after Receipt of Notice to Proceed by County.

4.10. 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

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Today’s Date: _____

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):



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201
Melinda Bobbitt, Director

Standard Terms and Conditions

Phone: 573/886-4391 - FAX 573/886-4402

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.