



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: 33-05JUN02

Commodity Title: *Automotive Parts and Accessories Term and Supply*

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: WEDNESDAY – JUNE 5, 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: WEDNESDAY – JUNE 5, 2002

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
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 Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this 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. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - 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. 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.
- 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 June 15, 2002 through June 14, 2003 with an additional two (2) one-year renewals 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 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 and Delivery of Automotive Parts and Accessories, which shall be supplied on an “as needed” basis.
- 2.2. **Estimated Quantity** - The County estimates that approximately \$15,000.00 will be expended from the automotive parts and accessories line item of the 2002 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.2.1. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.3. **CONTRACT TERM** - The initial contract period will be from June 15, 2002 through June 14, 2003 with the option to renew for two additional one year periods at the rates and discounts offered in this response.
 - 2.3.1. **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 termination if it is deemed to be in the best interest of Boone County.
 - 2.3.2. **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.
 - 2.3.3. **NON-EXCLUSIVITY** - The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.
- 2.4. **Standard Automotive Parts and Accessories** - Section 4.7. through Section 4.10. on the *Response Page* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third contract period for these items.
 - 2.4.1. All prices quoted must be prices for new merchandise, free from defects.
 - 2.4.2. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the Response Page from the noted manufacturer’s current Blue Sheet Jobber’s Published Price List.
 - 2.4.3. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
 - 2.4.4. When the manufacturer’s price list changes the Contractor shall provide two copies of updated prices lists before the new prices are effective. These shall be sent to the Melinda Bobbitt, CPPB, Director of Purchasing, Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201.
 - 2.4.5. It will be the Contractor’s responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.4.6. Any alternations in manufacturers’ price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
 - 2.4.7. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
 - 2.4.8. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
 - 2.4.9. Price increases will only be allowed when the Contractor can prove, by published price lists that manufacturer’s prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
- 2.5. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples

will be free of charge. Interpretation of “equal or better” is to be determined at the sole discretion of the county staff.

- 2.6. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.7. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.8. **Submittals shall be included with Bidder’s quote:**
 - a) Jobber sheets for each manufacturer offered. Any alternations in manufacturer’s price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
 - c) Contractor(s) shall provide current catalogs at time of award.
- 2.9. **DESIGNEE** – Boone County Public Works Department, Sam Amick, Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201 or by faxing to (573) 886-4390.
- 2.10. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
Bi-weekly stock orders MUST BE DELIVERED to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201.
- 2.10.1. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.11. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor’s bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts only determined in the favor of the vendor and withheld, commencing from the last date that payment was due.
- 2.11.1. **Billing Format** - Vendor shall submit one original invoice and two (2) copies, reflecting the appropriate County Department and Purchase Order Number if applicable.
- 2.12. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.13. 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 here. Failure to adhere to all requirements may result in 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**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier. Please **note** the closing time and the opening time is different on the face page.
 - 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** - 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.
Web Page: Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 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 our 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.

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

4.7. 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 has 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.

4.7.1. Authorized Representative (Sign By Hand):

4.7.2. Type or Print Signed Name:

4.7.3. Today's Date: _____

4.7.4.	Delivery Days After Receipt of Order	_____ Days	
4.7.5.	After Hours Contact (if available) for Emergency Orders: Name: _____ Phone Number: _____		
4.7.6.	Describe Return Policy if different from requirements state in bid: _____ _____ _____		
4.7.7.	Catalog Name: _____ _____	Jobber \pm %: _____ _____	
4.7.7.1.	All other parts will be sold to the County at jobber \pm	_____ %	
4.8.	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		

4.9. STANDARD AUTOMOTICE PARTS AND ACCESSORIES								
4.9.1. Spark Plugs (Motor Craft)								
	Part #	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	AWSF32PP	Ford	4.6L	2001				
	BSF44C	Ford	4.9L	1996				
	RC12LYC	Chevrolet	5.7L	1997				
	AC/NGK	PZTRSA	4.8L	2001				
					4.9.1. Sub-Total			\$
4.9.2. Oil Filters, Gas Filters, Air Filters (Note: Filters – WIX Program to include on-site vehicle survey)								
	Oil Filters	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID (WIX)	Price	NET COST
	51748	Ford	L8000	1995				
	51799	IHC	DT466	1995				
	51372	Ford	4.6L	2001				
	51522	Chevrolet	4.8L	2001				
	Fuel Filters							
	33472	Ford	L8000	1995				
	33336	IHC	DT466	1991				
	33549	JD	672CH	2001				
	33595	Ford	4.6L	2001				
	33481	Chevrolet	4.8L	1995				
	Air Filters							
	46134	Ford	4.6L	2001				
	42776	Ford	L8000	1995				
	42253	IHC	DT466	1995				
	42487	Chevrolet	4.8L	2001				
	46174	Ford	4.9L	1996				
	42471	JD	670B	1992				
	Transmission (ATP)							
	B144	Ford	AOD 4.6L	1999				
					4.9.2. Sub-Total			\$
4.9.3. Starting Circuit								
	Truck Starter (Delco)(Re-manufactured)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	DRA10461169	IHC	DT466	1995				
	10461059	Ford	L8000	1995				
					4.9.3. Sub-Total			\$
4.9.4. Clutch								
	Clutch Assembly – Heavy (New) (OEM)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	C1072378-14” Spicer	IHC	DT466	1997				
					4.9.4. Sub-Total			\$

4.9.5. Brakes – Part I								
	Brake Shoes/Pads (Wagner)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	MX748	Ford	4.6L	2001				
	SX674A	Ford	4.6L	2001				
	Rotors/Drums (Wagner)							
	81-125514	Ford	4.6L	2001				
	AP125481	Ford	4.6L	2001				
					4.9.5. Sub-Total			\$
4.9.6. Brakes – Part II								
	Truck Heavy (OEM)							
	Outboard Drum	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	1648360C2R	IHC	2500	1995				
	1660600C2	IHC	2500	1995				
	Inboard Drum							
	1670176C1	IHC	4900	1994				
	8000 Brake Kit	IHC	4900	1994				
	Rockwell Q Type (OEM)							
	1694322C91	IHC	2500	1995				
	Air Brake Chambers/Spring Brake MGM (OEM)							
	ZAJ3430051Q	IHC	2500	1995				
	Brake Shoes/Drums (OEM)							
	CNE1308DQ27	IHC	2500	1995				
	CNE4707DQ21	IHC	2500	1995				
					4.9.6. Sub-Total			\$
4.9.7. Windshield Wipers								
	Refills (Anco)	Manufacturer	Vehicle App	Year	Mfg. Name	Price List ID	Price	NET COST
	31-22	Ford	4.6L	2001				
	29-22	Chevrolet	4.8L	2001				
	25-18	IHC	4900	1993				
	25-14	IHC	2554	1995				
	25-16	IHC	4900	1995				
					4.9.7. Sub-Total			\$
4.9.8. Lamps (Wagner)								
	Lamps				Mfg. Name	Price List ID	Price	NET COST
	H6024							
	H6054							
	H4651							
	4537							
	1157							
	1156							

	1157-NA				
	912				
	9007				
	9006				
	9005				
	3157-SA				
	4007				
	4411				
	Tail Light (Peterson)				
	420R (Oval LED)				
	442 (Combination Light)				
	442L (Combination Light)				
	417R (Round LED)				
	Marker Light				
	162R (Round 2 1/2" LED)				
	M161R (Rectangle LED)				
	Flood Lamp				
	507F				
	Strobe Light				
	423SA-1				
	423SA-2				
				4.9.8. Sub-Total	\$
4.9.9	Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)				
	Equipment	Mfg. Name	Price List ID	Price	NET COST
	Group 31				
	Group 34				
	Group 65				
	Group 34/78				
				4.9.9. Sub-Total	\$
4.9.10.	Windshield Washer/Antifreeze Solvent (Per GL) Pre-Mix - Winter	Mfg. Name	Price List ID	Price	NET COST
				4.9.10. Sub-Total	\$
4.9.10.1	Windshield Washer/Antifreeze Solvent (Per GL) Pre-Mix - Summer	Mfg. Name	Price List ID	Price	NET COST
				4.9.10.1. Sub-Total	\$
4.9.11.	Brake Cleaner 3M (Per 14 oz. can minimum)	Mfg. Name	Price List ID	Price	NET COST
				4.9.11. Sub-Total	\$
4.9.11.1	Penetrating Catalyst (PB Blaster) 12 oz. can minimum	Mfg. Name	Price List ID	Price	NET COST
				4.9.11.1. Sub-Total	\$
4.9.12.	Choke Cleaner 3M (Per 14 oz. can minimum)	Mfg. Name	Price List ID	Price	NET COST
				4.9.12. Sub-Total	\$
4.10.	Grand Total All Supplies: 4.9.1. + 4.9.2. + 4.9.3. + 4.9.4. + 4.9.5. + 4.9.6. + 4.9.7. + 4.9.8. + 4.9.9. + 4.9.10. + 4.9.10.1. + 4.9.11. + 4.9.12.				\$



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

Standard Terms and Conditions

Melinda Bobbitt, Director

Phone: (573) 886-4391 - 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.