



## **Request for Bid (Bid)**

**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

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### ***Bid Data***

Bid Number: **58-18SEP02**  
Commodity Title: **Printer Toner Cartridges Term and Supply**

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

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### ***Bid Submission Address and Deadline***

Day / Date: **WEDNESDAY – September 18, 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, 2<sup>nd</sup> Floor  
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.

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### ***Bid Opening***

Day / Date: **WEDNESDAY – September 18, 2002**  
Time: **1:30 P.M.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 207  
Columbia, MO 65201**

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### ***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 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 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 period resulting from this Bid will have an initial term from date of award through October 31, 2003, and may be automatically renewed for an additional four (4) 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.

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**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 **Printer Toner Cartridges** to various Boone County departments on an *as needed* basis as detailed in the following specifications.
- 2.2. **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.
- 2.2.1. **Contract Period** - The Term and Supply Contract period shall be from date of award through October 31, 2003, but may be automatically renewed for up to an additional four (4) one-year periods unless canceled by either party.
- 2.2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.3. **Scope of Service** – County departments will order toner cartridges of various types and quantities, as detailed on the *Response Form*, on an “as required” basis. The County requests *next day* direct shipment to the ordering department location.
- 2.3.1. The contract shall also include additional toner cartridges, not specifically itemized herein. The bid cost of these items shall be expressed as a discount off manufacturer’s established list prices.
- 2.3.2. All toner cartridges must be new. No refurbished or recycled toner cartridges are acceptable.
- 2.4. **ADDITIONAL INSTRUCTIONS**
- 2.4.1. Bidder shall describe their return policy on the Response Page.
- 2.4.2. Bidder shall describe their recycle program including discount received if any by Boone County.
- 2.4.3. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder’s expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder’s name and manufacturer’s brand name and number.
- 2.4.4. **Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.4.5. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.4.6. **Performance:** All toner cartridges supplied shall be manufactured to reproduce successfully in all laser printers.
- 2.4.7. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.4.8. **Quantities:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.4.9. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The items as bid are not to be subject to minimum order, or even carton only requirements.
- 2.4.10. **Award:** 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.
- 2.4.10.1. The County reserves the right to award to multiple vendors in order to fill the complete requirements and in the best interest of the County considering delivery and availability.
- 2.4.11. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the contract.

- 2.4.12. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.
- 2.5. **Contact** – Melinda Bobbitt, CPPB, Director, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone (573) 886-4391; Facsimile (573) 886-4390 or email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)
- 2.6. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery to various County locations, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.6.1. **Delivery Locations:** Inside delivery shall be provided at the following County sites in Columbia, Missouri:  
Boone County Government Center, 801 E. Walnut; Sheriff Department, 2121 County Drive; Courthouse, 705 E. Walnut; Public Works, 5551 S. Hwy. 63; Johnson Building, 601 E. Walnut; Boone County Public Works Maintenance Warehouse, 5501 Oakland Drive; Juvenile Justice Center, 5665 Roger I. Wilson Drive
- 2.6.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.7. **Pricing** – Contract will be awarded on a firm price for the initial period ending on October 31, 2003. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.7.1. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.8. **Usage Report** – One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. A report should be furnished by the Contractor yearly upon request by the Purchasing department. The report should include the description of the item, item #, quantity, and dollar amount.
- 2.9. **Ordering Procedure** – Contractor(s) shall have either a local telephone number with the (573) area code, a toll free (800) number, or agree to accept collect calls. Each department is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.
- 2.10. **Billing** – The Contractor(s) shall ‘Bill as Shipped’ to the respective ordering department(s). The ordering department(s) will provide the contract number, ship to and bill to address, contact name, and phone number.
- 2.11. **Payment** - Invoices should be submitted to the various ordering departments of Boone County for payment which will be made 30 days after receipt of a correct and valid invoice.
- 2.12. **Non-Exclusivity** - The County reserves the right to obtain ‘like or similar’ products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be 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. Every question must be answered and if not applicable, the section must contain "N/A."
- 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". **Note: Bid Submission and Bid Opening times are different. 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** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com). If you wish to be advised of the outcome of this Bid via US mail, 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.
- 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.
  - 3.5.4. **Award** – The County reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the County. If a split award is not acceptable to a bidder, it must be stated in the bid response.

**4. Response Form**

- 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. PRICING**

	Yearly Quantity (each)	Unit Price	Ext. Price
4.7.1. Toner: Infoprint 40: #90H3566 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	32	\$ _____	\$ _____
4.7.2. Toner: HP27X Ultra Precise: #C4127X <b>Manufacturer:</b> _____ <b>Item #:</b> _____	17	\$ _____	\$ _____
4.7.3. Toner: IBM NP 17/4317 Blk: #63H2401 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	15	\$ _____	\$ _____
4.7.4. Toner: Lexmark Optra T612: #12A5845 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.5. Toner: Troy MICR for HP2100: #02-81038-001 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	3	\$ _____	\$ _____
4.7.6. Toner: HP2100X1: #4096A <b>Manufacturer:</b> _____ <b>Item #:</b> _____	4	\$ _____	\$ _____
4.7.7. Toner: Lex IBM 4019/4028: #1380520 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	20	\$ _____	\$ _____
4.7.8. Toner: Lex IBM 4039/3916: #1380950 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	5	\$ _____	\$ _____

4.7.9. Toner: Lex Optra SC1275: #1361751  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

8	\$ _____	\$ _____
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4.7.10. Toner: Lex Optra SC1275: #1361752  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

6	\$ _____	\$ _____
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4.7.11. Toner: HP 2100SE Blk Laserjet  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

30	\$ _____	\$ _____
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4.7.12. Toner: Lex Optra R/4049: #1382150  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

9	\$ _____	\$ _____
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4.7.13. Toner: HP Series II/III: #92295A  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

3	\$ _____	\$ _____
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4.7.14. Toner: Lex HP 3SI/4SI/4SIMX: #140191A  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

4	\$ _____	\$ _____
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4.7.15. Toner: HP Deskjet 900/970: #C6578DN  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

3	\$ _____	\$ _____
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4.7.16. Toner: Lexmark Optra SC Yellow:  
 #1361754  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

3	\$ _____	\$ _____
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4.7.17. Toner: Lexmark Optra SC Cyan: #1361753  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

2	\$ _____	\$ _____
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4.7.18. Toner: Lexmark IBM 3930: #70X7440  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

8	\$ _____	\$ _____
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4.7.19. Toner: IBM 4317 Micr Toner: #02-81017-001  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

2	\$ _____	\$ _____
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4.7.20. Toner: IBM Infoprint 1130-1140: #28P2010  
**Manufacturer:** \_\_\_\_\_  
**Item #:** \_\_\_\_\_

2	\$ _____	\$ _____
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4.7.21. Toner: IBM Laser: #63H5721 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.22. Toner: Lexmark HP4000: #140127X <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.23. Toner: Lexmark 98 Long Life: #140198X <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.24. Toner: Lexmark : #140195A <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.25. Toner: Lexmark: #1382925 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	2	\$ _____	\$ _____
4.7.26. Toner: HP Laserjet 4/5: #92298X <b>Manufacturer:</b> _____ <b>Item #:</b> _____	4	\$ _____	\$ _____
4.7.27. Toner: Canon NPG-13A, Black, 6035-F, 6230 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	10	\$ _____	\$ _____
4.7.28. Toner: Lexmark T1501, Black <b>Manufacturer:</b> _____ <b>Item #:</b> _____	5	\$ _____	\$ _____
4.7.29. Toner: HP2200 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	50	\$ _____	\$ _____
4.7.30. Toner: Lexmark C750 <b>Manufacturer:</b> _____ <b>Item #:</b> _____	3	\$ _____	\$ _____

4.7.31. **GRAND TOTAL (4.7.1. through 4.7.30.)** \$ \_\_\_\_\_

4.8. **Maximum Percentage Increase for** \_\_\_\_\_ **% 2nd Year** \_\_\_\_\_ **% 3rd Year**  
 \_\_\_\_\_ **% 4<sup>th</sup> Year** \_\_\_\_\_ **% 5<sup>th</sup> Year**

4.9. **Minimum discount from catalog list for all toner cartridges introduced after inception of the contract, and all existing toner cartridges not specified herein:** \_\_\_\_\_ **%**

4.10. **Delivery After Receipt of Order:** \_\_\_\_\_ **Days**



4.11. Describe Vendor Return Policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.12. Describe Vendor Recycle Program, Discount Available to Boone County, and who is responsible for shipment costs associated with return of recyclable cartridges:

\_\_\_\_\_  
\_\_\_\_\_

4.13. Describe on-line ordering, if available:

\_\_\_\_\_  
\_\_\_\_\_

4.14. 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

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

4.15. 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 Invitation 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.

4.15.1. Authorized Representative (Sign By Hand):

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

4.15.2. Print Name and Title of Authorized Representative

\_\_\_\_\_



## *Standard Terms and Conditions*

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

**Melinda Bobbitt, CPPB, Director**  
(573) 886-4391 - FAX (573) 886-4390

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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.
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.