

Boone County Purchasing

601 E. Walnut, Room 209 Columbia, MO 65201

Marlene Ridgway, Buyer

573/886-4392 - FAX 573/886-4390 Email: mridgway@boonecountymo.org

Bid Data

Bid Number: 85-31DEC02

Commodity Title: Boom Mower and Tractor

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, DECEMBER 31, 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 209 Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St.

and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY, DECEMBER 31, 2002

Time: 1:30 P.M.

Location / Address: **Boone County Purchasing Department**

Boone County Johnson Building

601 E. Walnut, Room 209 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**

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, 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 of one (1) year, but 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 TO BE PROVIDED** New 2003 Industrial Self-Propelled Hydraulically Powered Boom Rotary Mower/Tractor. The unit shall be of the manufacturer's heaviest duty, current production model, meeting or exceeding the terms of these specifications with all manufacturer's standard equipment and features listed below.
- 2.1.1. **Quantity –** Two (2) Mower/Tractors
 - 2.2. BOOM MOWER: MINIMUM TECHNICAL SPECIFICATIONS
- 2.2.1. Cutting width shall be 50 inches of actual cut.
- 2.2.2. Cutting head shall have 435 degrees of combined rotation.
- 2.2.3. Cutting head shall have T-1 steel housing with full-length replaceable skid shoes on inner and outer ends.
- 2.2.4. Cutting head shall have a spring loaded retractable shield to shield cutting knives.
- 2.2.5. Cutting assembly shall be rotary, hydraulically driven by a minimum of a 128 hp rated hydraulic motor and shall include hydraulic brake.
- 2.2.6. Cutting assembly shall be attached to the spindle by grade 8 bolts.
- 2.2.7. Cutting assembly shall be dish pan type, 29 inches in diameter, laminated 3/4 inch steel disk, outer edge at a 48 degree angle with 2-1/2 inches extending beyond the bend radius. A full-length bolt protector shall reinforce the cutter disk with 5/8 inch grade 8 bolts.
- 2.2.8. Cutting assembly shall accommodate three (3) 1/2 inch x 5 inch x 18-3/4 inch, 360 °, full swinging brush suction knives. Knife bolts shall be 1-3/4 inch shank x 3-3/8 inch shoulder bolt with locknuts.
- 2.2.9. Spindle shall be one piece forged steel and mounted in double tapered roller bearings, sealed in oil bath.
- 2.2.10. Spindle for power to cutting assembly shall be 7-1/4 inches in diameter at its largest area x 10-7/8 inches long with bearing areas of 3 ¼ inches and 2 inches with a minimum of 5 inches between bearing centers.
- 2.2.11. Spindle drive shall have a spline-drive with flexible coupler and dust cover. (Specifically excluding direct coupled motor spindle assembly.)
- 2.2.12. Spindle speed shall be a minimum of 1,750 RPM.
- 2.2.13. Boom sections shall be constructed of 70,000 PSI steel, reinforced with 100,000 PSI steel.
- 2.2.14. Boom sections shall have replaceable steel backed acetal bearings with grease galleys at all pivot points.
- 2.2.15. Boom shall have a hydraulically operated cylinder for horizontal movement of cutting head.
- 2.2.16. Cutting head shall have the capability of rotating 26 ° forward and 97 ° rearward with limited relief protection.
- 2.2.17. All cylinder mounting ends shall have spherical bearings.
- 2.2.18. Horizontal positioning cylinder shall be heavy-duty double-acting, industrial type, welded with auto-cushioning end stroke device.
- 2.2.19. Hydraulic lift cylinders shall be heavy-duty, industrial type, mounted on top of boom arms. Boom shall have two (2) double-acting hydraulic cylinders and one (1) single-acting hydraulic cylinder with accumulator and equipped with anti-drift lock assembly.
- 2.2.20. Lift control valve shall be a five (5) bank electro-hydraulic proportional, load sensing valve.
- 2.2.21. Reservoir shall have a minimum capacity of 65 gallons, equipped with a restriction gauge and a 25 micron intank filter element rated at 75 GPM. Reservoir suction and return outlets shall be equipped with ball valves.
- 2.2.22. Tractors hydraulic system shall supply oil for the mowers lift system.
- 2.2.23. Suction line shall be an unrestricted 1-1/2 inch inside diameter. (Specifically excluding suction filters and screens.)
- 2.2.24. Pressure and return system hoses shall be 1 inch unrestricted inside diameter with a burst pressure rating of four (4) times the working pressure.
- 2.2.25. Pressure return and lift system steel hydraulic lines shall be mounted at the rear of boom arms. (Specifically excluding hoses and tubing run inside of boom arms/sections.)
- 2.2.26. Hydraulic pump and motor shall be gear type with cast steel housing and steel gears. (Specifically excluding aluminum pumps and motors.)
- 2.2.27. Hydraulic pump shall have a rating of 98 hp input minimum.
- 2.2.28. Hydraulic motor shall have a rating of 128 hp minimum.

County of Boone Purchasing Department

2. Primary Specifications (cont.)

- 2.2.29. Oil to power cutter head shall not pass through a restriction-causing valve while operating cutting head.
- 2.2.30. Valve shall be an electrically controlled pilot operated floating spool with starter lockout.
- 2.2.31. Valve shall not cause restriction to generate drift while in the off position.
- 2.2.32. Wheel weight shall weigh not less than 1,400 pounds and mounted in left rear wheel. (Specifically excluding frame mounted weight(s).
- 2.2.33. Cutting assembly shall have a minimum mowing reach up of 18 feet 6 inches.
- 2.2.34. Mowing reach below ground level shall be a minimum of 13 feet 6 inches and 20 feet 6 inches out. (Note: Reach measured from tractor center line and may vary depending upon tractor and/or tire configuration.)
- 2.2.35. Mower tractor shall be equipped with right hand polycarbonate window(s) and removable brush screen.
 - 2.3. TRACTOR: MINIMUM TECHINCAL SPECIFICATIONS
- 2.3.1. Acceptable Model: John Deere 7210LH, Case MX110
- 2.3.2. **Engine:** Diesel type, four (4) stroke, turbo-charged, 6 cylinder, minimum of 414 cubic inch engine displacement, 95 PTO and 113 engine minimum horsepower, fully equipped with all operating accessories, cold weather starting aid and engine shields.
- 2.3.3. **Unit Type:** Shall be wide front utility type (not low slung industrial or high clearance row crop agricultural).
- 2.3.4. **Steering:** Shall be hydraulic or hydrostatic operated.
- 2.3.5. **Hydraulic System:** Pump shall be axial piston design mounted in line with crankshaft. Shall be15.9 GPM minimum at rated engine RPM. (Specifically excluding tandem driven hydraulic pumps.) Shall have 4-way, self-centering spools for 2, 3, or 4 hydraulic cylinders. Valve controls/circuits for mower to be mounted forward and to the right of operator' 'seat. Joy stick controlled. Twq(2) dual remote hydraulic circuits shall be mounted on rear of tractor.
- 2.3.6. Transmission: Power Quad shall provide a minimum of 20 forward speeds and a minimum of 20 reverse speeds with left-hand reverser, shift on-the-go, full-power shuttle and road speed gear with a neutral position for smooth change of direction without foot clutching. A single lever shall operate speeds. Joystick or lever operated speed and range selections. Shall include forward and reverse lever mounted on left side of steering column.
- 2.3.7. Clutch: Shall be hand or foot operated. The clutch assembly shall be multiple wet discs and integrated into the speed module. The power reverse shall provide for a smooth, safe and well modulated change of direction without a foot operated clutch. The transmission shall provide for a neutral position and neutral to gear modulation which will allow operator precise control and jerk free operation.
- 2.3.8. **Final Drive System:** Shall be double reduction with planetary gears mounted inboard on axles.
- 2.3.9. **Brakes:** Shall be power hydraulic wet disk self-equalizing. Hand or electronic operated parking brake.
- 2.3.10. **Differential Lock:** Shall be hand or foot operated
- 2.3.11. **4-Wheel Drive System:** Heavy-duty industrial type 4-wheel drive unit and all hardware and equipment necessary to make unit complete and fully operational. Electro-hydraulic engaged with auto-engagement system and limited-slip differential.
- 2.3.12. **Hitch:** Standard 3-point adjustable with lower draw bar hitch. Standard selective control valve, 2 each.
- 2.3.13. **PTO System:** Shall be live independent system with a minimum of 540/1000 RPM.
- 2.3.14. Cooling System: Shall be pressurized with thermostat and antifreeze protected to -35 degrees Fahrenheit.
- 2.3.15. **Electrical System:** Shall be 12-volt in parallel, 120 amp alternator minimum and 1850 CCA minimum battery(s). System shall include two (2) 12-volt auxiliary 25 amp power outlets.
- 2.3.16. Lighting Systems: Front headlights; cab mounted lights, directional and headlights; work lights, front (2) and rear (2); rear stop lights and directional; 3-pt. work light; cab pre-wired for quad-strobe warning light system, roof lights and radio and includes all switches and hardware. Front and rear cab mounted Peterson SY423SA-1 and SY423SA-2 rectangle amber LED sealed oval quad-strobe lighting system with synchronized and alternating triple flash pattern and includes all wiring, switches and hardware.

- 2. Primary Specifications (cont.)
- 2.3.17. **Tires:** Front shall be 13.6 x 28 R1, 6-ply rating. Rear shall be 18.4 x 34 R1, 8-ply rating. The left tire shall contain fluid.

- 2.3.18. **Tread Width:** Front and rear tread width shall be adjustable.
- 2.3.19. Operator's Station: Cab shall be original equipment shock mounted to frame and unitized to power unit with full ROPS enclosed cab and limb risers for brush protection, heavy duty deluxe interior, am/fm stereo radio, front and rear windshield wipers/washers, sun visor, rubber floor mat, steps, handrails, tinted windows, dome light, fuel level gauge, engine coolant temperature gauge, engine oil pressure gauge, engine tachometer/ speedometer, hydraulic oil temperature gauge, and/or machine monitoring system with warning lights, horn, reverse warning alarm, inside rearview mirror(s), two (2) outside mirrors, contour full-suspension seat with arms, retractable seat belt, service hour meter, hand and foot throttle. Cab shall include a complete pressurized environmentally controlled system with heater, defroster, louvers, factory air conditioning, and air filtration/ventilation. A slow moving vehicle warning triangle shall be mounted on rear of tractor fender.
- 2.3.20. **Paint:** Standard factory paint color scheme on boom mower and tractor.
- 2.3.21. **Manuals:** Operator's manual, parts book and service/repair manual shall be furnished with each machine upon delivery. Manuals may be in the form of CD's or DVD's.
- 2.3.22. **Equipment Training:** The successful vendor agrees to provide an appropriate on-site training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment purchased.
- 2.3.23. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that he/she maintains an adequate stock of repair parts and service items within the area and employs qualified service and repair technicians within the area, available within 12 hours. The vendor shall state in the returned proposal the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).
- 2.3.24. **Labor and Part Rates:** The County is interested in contracting repair labor and original equipment manufacture parts with awarded contractor for a minimum of 5 years. Bidder will be asked to provide a fixed hourly labor rate and a percentage markup on OEM parts. Any additional charges must be identified in the bidder's response.
- 2.3.25. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department.
- 2.3.26. **Warranty:** Shall be 7 years/7500 hours full machine warranty on Tractor and 1 year standard warranty on Boom Mower.

2.4. **DEVIATIONS**

2.4.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

2.5. TRADE-IN EQUIPMENT

2.5.1. **Trade-In** – The intention is to trade-in on a one to one ratio. The trade-ins are a 1995 Ford 7740/Tiger TRB-50 Rotary Boom Mower Serial # 035561B/TB-3684HP with approximately 6000 hours and a 1995 Ford 7740/Tiger TRB-50 Rotary Boom Mower Serial # 045001B/TB-3747HP with approximately 4000 hours. If you are interested in inspecting this equipment, an appointment must be scheduled with Sam Amick of the Public Works Department at 573-449-8515.

- 2. Primary Specifications (cont.)
- 2.6. **DESIGNEE** Boone County Public Works, Maintenance Operations Division, Sam Amick, CPPB, CSHS, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. 573-449-8515 ext. 226.
- 2.6.1. **Contact** Marlene Ridgway, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone 573-886-4392, Facsimile 573-886-4390, E-mail: mridgway@boonecountymo.org
- 2.7. **DELIVERY** Vehicle shall be delivered with Bill of Sale, Invoice, Title Application and the Owner's Manual.
- 2.7.1. **Delivery Terms** FOB Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.8. ADDITIONAL TERMS AND CONDITIONS:
- 2.8.1. Equipment is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all vehicle and service body doors properly adjusted, water and dust leaks to the interior of vehicle and service body correct, all components of vehicle and service body accounted for and all adjustments made.
- 2.8.2. Vendor must include complete descriptive product literature for equipment. This literature shall include color charts for both interior and exterior finishes that are available to the County of Boone. Bids received without descriptive literature are subject to rejection.
- 2.8.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award -** If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
 - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. Removal from Vendor Database If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. Method of Evaluation The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing –** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

County of	f Boone		Purchasing Department
4.	Response Form		
4.1.	Company Name:		_
4.2.	Address:		
4.3.	City/Zip:		
4.4.	Phone Number:		
4.5.	Fax Number:		
4.6.	Federal Tax ID:		
4.6.1.	() Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)		_
4.7. 4.7.1. 4.7.2.	PRICING UNIT PRICE OF Mower/Tractor per Section 2. \$	QTY 2	\$ EXTENDED TOTAL
4.7.3.	Model:		
4.7.4.	Cost for 7 year warranty on tractor	2	\$
4.7.5.	Total		\$
4.7.6.	Cash Discount net days		(
4.8. 4.8.1.	TRADE IN EQUIPMENT 1995 Ford 7740/Tiger TRB-50 Rotary Boom Mower Serial # 035561B/TB-368 Hours: 6000	34HP	\$
4.8.2	1995 Ford 7740/Tiger TRB-50 Rotary Boom Mower Serial # 045001B/TB-374 Hours: 4000	7HP	\$
4.9.	Grand Total of Equipment Less Trades (4.7.1. + 4.7.4.10. + 4.7.6. – 4.8.1.	.)	\$
4.10.	Hourly Labor/Repair Rate per section 2.3.24.	3	
4.11.	Percentage discount off list price of OEM parts		
4.12.	Describe any warranty restrictions:		_
4.13.	Delivery After Receipt of Order:		

4. 14. Response Form (cont.)

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

4.14.1. Authorized Representative (Sign By Hand):

Date:

Print Name and Title of Authorized Representative

4.15. 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

Purchasing Department

County of Boone



Standard Terms and Conditions

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

Marlene Ridgway, Buyer 573/886-4392 - FAX 573/886-4390

- Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
- 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.