



Request For Bid (RFB)

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: **03-14JAN03**
Commodity Title: **Bituminous Transport Distributor**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JANUARY 14, 2003**
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, JANUARY 14, 2003**
Time: **1:30 P.M.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
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.

2.1. **ITEM TO BE PROVIDED - A Year 2003 Bituminous Transport Distributor with Computerized In-Cab Controls.**

2.1.1. **QUANTITY – One (1)**

2.2. **GENERAL REQUIREMENTS**

2.2.1. Unit(s) shall consist of a one-person computerized and operated control, pumping, and spraying system and shall be designed and constructed for lasting performance, durability, dependability and safety.

2.2.2. All parts not specifically mentioned, which are necessary to provide a complete Transport Distributor, shall be included in the bid. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.

2.2.3. All items bid shall include installation and testing.

2.2.4. The unit(s) shall be constructed for easy operation of the distributing system, as well as, loading and unloading of bituminous products.

2.2.5. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.

2.3. **BITUMINOUS TRANSPORT DISTRIBUTOR MINIMUM TECHNICAL SPECIFICATIONS**

2.3.1. **Function:** It is important that the Distributor be capable of returning all material in the spray bar, hand spray and distributing lines back to the Distributor tank by means of pump suction. This function shall be accomplished without reversing the asphalt pump. A provision shall be made for easily draining the circulating system independently of the tank and for flushing the circulating system and the pump with not more than three (3) quarts of fuel oil so as not to dilute the tank contents.

2.3.2. Fill tank by Distributor pump from outside source.

2.3.3. Circulate material in tank.

2.3.4. Circulate material in spray bar.

2.3.5. Spray at a constant desired application rate, regardless of variance in truck speed.

2.3.6. Return material in spray bar back to tank by pump suction.

2.3.7. Hand spray.

2.3.8. Return material in hand spray back to tank by pump suction.

2.3.9. Transfer material from an outside source to another outside source without having material enter the Distributor tank.

2.3.10. Pump material back to supply source.

2.3.11. Automatically go from circulate in spray bar to spray mode and return to circulate mode without pushing material over relief valve.

2.3.12. Volumetric metering with no by-pass when spraying to insure for accuracy of application.

2.4. **Tank and Fittings:**

2.4.1. Capacity: 5,000 U.S. Gallons minimum.

2.4.2. Tank Gauge: Float type with dial calibrated in 100 gallon increments, both front and rear of tank.

2.4.3. Measuring Stick: Aluminum, calibrated in 50 gallon increments. Shall be designed and calibrated to read tank contents without dipping stick into material.

2.4.4. Design and Construction: Round cross section, Model LWR, 10 gauge steel shell designed and constructed to meet Federal Cargo Tank Regulations 49 CFR 173.247 and including DOT 406, HM-183, HM-198A, with consideration for hot asphalt products. Must have ASME tank approval number to assure that federal cargo tank regulations can be met.

2.4.5. Temperature Rating: 500 degrees Fahrenheit.

2.4.6. External Rings: One-piece formed channel continuously welded to shell.

2.4.7. Surge Plates: Two (2), full-section, dished and flanged.

2.4.8. Undercoating: Bottom 1/3 of barrel treated with high temperature coating.

2.4.9. Insulation: 3" fiberglass, 1 lb. density.

2.4.10. Jacketing: Aluminum, .040 inch, jacket sheets and .080 heads.

2.4.11. Asphalt Vent: Reservoir type, insulated, with removable cover for easy inspection, internal vent line.

2. Primary Specifications (cont.)

- 2.4.12. Spill Box: Steel around manhole with 3" expansion type drain through tank. Built-in rollover protection.
- 2.4.13. Manhole: Quick opening 20" asphalt type opening; includes 18" threaded rod with two (2) adjustable marker discs.
- 2.4.14. Thermometer: 2" dial type, degrees F. in closed well with window.
- 2.4.15. Manhole Platform: Open slip resistant grating in the form of an "L" on curbside and rear side of spill box.
- 2.5. **Tank Trim:**
 - 2.5.1. Ladder: To manhole, curbside. Sturdy steel pipe construction with raised safety grip steps.
 - 2.5.2. Tire Carrier: Basket type with safety chain.
 - 2.5.3. Hose Carrier: 20' aluminum for 3" or 4" hose.
 - 2.5.4. Aluminum, front and rear with anti-sail brackets and rubber mudflaps at rear.
 - 2.5.5. Bumper: Rear 8" pressed steel channel conforming to DOT specifications, split for discharge pipe.
 - 2.5.6. Light: All LED 12-volt lighting to meet FMVSS-108 with sealed cable, 7-way receptacle and stainless steel rear light boxes.
- 2.6. **Trailer Undercarriage:**
 - 2.6.1. Adjustable Upper 5th Wheel: 16" movement in 2" increments.
 - 2.6.2. Landing Legs: 2-Speed vertical crank-type with pads, load bearing.
 - 2.6.3. Suspension: Tandem axle Transport Model 88, four (4) 8-leaf springs with reduced freeplay, no-hop rear axle, rubber bushing suspension. Shall have 22,500# axles and 20,000# brake rating each axle. Stemco oil seals, air actuated 16 1/2" x 7" brake chambers, heavy-duty cast iron brake drums with spring brakes to satisfy FMVSS-121.
 - 2.6.4. Wheels/Tires: Steel disc, 10-hole, hub piloted. Tires-factory standard.
 - 2.6.5. Thermal Expansion Relief: Mounted between tank and bogey frame.
 - 2.6.6. Paint: All steel parts and lower 1/3 of tank jacket painted black.
- 2.7. **Power Unit:**
 - 2.7.1. Type: Hydrostatic transmission consisting of: a) Pump: infinitely variable displacement pump with a minimum displacement of 3.1 cubic inches per revolution, axial piston type with electronic stroker control. b) Motor: piston motor with gearbox of 1.53 cubic inches per revolution displacement, direct coupled to the asphalt pump. Entire transmission unit shall be capable of operating speeds of up to 2800 RPM. Hydraulic oil may reach temperature of up to 200 degrees without damage to unit. Unit shall have internal valving and shall be fitted with relief valve and high oil temperature signal in cab.
 - 2.7.2. Crankshaft Take-Off: Hydrostatic pump driven by crankshaft take-off. Chassis must be equipped to accept crankshaft drive.
 - 2.7.3. Hydraulic Lines: a) High pressure hose with swaged type split flange "O" ring fittings per S.A.E. standards. b) Low pressure hose installation shall be made according to transmission manufacturer's recommendations. Only top quality fittings, tubing, and hoses are acceptable.
 - 2.7.4. Controls: Electronics micro-control of hydrostatic transmission for setting asphalt pump discharge rate shall be located in truck cab. Control to permit stopping the variable pump discharge without disconnecting the drive and shall be equipped with an override of the micro-control which shall allow increases in asphalt pump output for filling, sucking back, etc., without affecting application rate setting. Override control shall be located in truck cab and at rear of unit.
 - 2.7.5. Reservoir: Minimum of a 20 gallon hydraulic reservoir with dial thermometer and level indicator.
 - 2.7.6. Filter: A 10 micron, replaceable cartridge type filter with vacuum gauge shall be located in the line between oil reservoir and hydrostatic pump.
 - 2.7.7. All electric and hydraulic connections shall be weather tight quick disconnects between tractor and trailer.
- 2.8. **Bitumen Pump:**
 - 2.8.1. Type: Positive displacement rotary gear type with 4 1/2 " suction x 4" discharge.
 - 2.8.2. Location: Shall be located under and below the bottom level of the tank so that the material will flow vertically from the suction to the discharge insuring complete drainage when tank contents valve is closed.
 - 2.8.3. Capacity: 400 gallons per minute minimum.

County of Boone

Purchasing Department

2. Primary Specifications (cont.)

- 2.8.4. Self-flushing line from fuel tank or heating system to fill line; includes a minimum of 20 gallon capacity fuel tank with float level gauge and unit located away from burners for safe operation.

- 2.9. **Heating System:**
- 2.9.1. Flues: Two (2) with LPG liquid petroleum gas burner with a minimum of 1,000,000 BTU per hour burner capacity; includes pressure regulator, valves, piping, and 52 gallon frame mounted tank to be furnished.
- 2.10. **Spray Bar:**
- 2.10.1. Full circulating, square type, 12 feet in length, hinged to permit folding for traveling. Length of bar in folded position not to exceed 8 feet. Positive circulation from one end of the bar to the other end, regardless of bar length or asphalt pump rate. Shall consist of 8 foot center section with two (2) folding wing sections.
- 2.10.2. Electric-air on-off in 1 foot increments, cab controlled.
- 2.10.3. Electric-hydraulic spray bar shifting, lifting, and wing folding, cab controlled.
- 2.10.4. Nozzles to be spaced on 4" centers on spray bar and shall have an individual valve for each spray nozzle. Each spray nozzle valve shall have flip lever control so bar length can be adjusted and allows individual valves to be disconnected without the use of tools or pulling pins. Right and left side wings (bar extensions) to relieve fore and aft. Pin replacement required when bar relieves.
- 2.10.5. Bar to adjust for positive or negative crown and also adjust for pitch of bar to aim spray nozzle valves rearward. Sections shall be interchangeable, right and left side.
- 2.11. **Air Controls:**
- 2.11.1. Driver Operated Cab Control: Distributor shall be equipped with air controls. Air for the controls shall be obtained from the air system on the truck chassis. The Distributor air system shall include its own air reservoir (using truck chassis reservoir not acceptable) with check valve set at 80 pounds to prevent loss of air on truck chassis brakes in case lines are ruptured. System shall have its own air line oiling device and controls shall be electric, located in cab convenient to operator.
- 2.11.2. All air solenoid valves and hydraulic solenoid valves are to be mounted to be accessible and serviceable from the ground without climbing on the unit.
- 2.12. **Tool Box and Fenders:**
- 2.12.1. Tool Box: All steel box of sufficient size to store all necessary tools shall be furnished at side of the tank. Must have hinged door at side with flush-type lock (door at top not acceptable).
- 2.12.2. Fenders: Full dual flanged fenders, .080 aluminum, with anti-sail brackets and rubber mudflaps at rear (the use of skirting and flaps as a substitute for fenders is not acceptable).
- 2.13. **Controls/Instrumentation:**
- 2.13.1. Computer with in-cab operator controls shall include: a) Computer controlled switches for a minimum of five (5) preset application rates. b) Distance/volume reset switch. c) Application rate adjustment switch. d) Display select switch.
- 2.13.2. In-cab instrumentation shall include the following information on a self-illuminated display (s): a) Truck travel speed feet/minute and/or meters/minute. b) Application rate in gallons/square yard and/or liters/square yard. c) Pump rate in gallons/minute and/or liters/minute. d) Resettable distance sprayed in feet and/or meters. e) Resettable volume sprayed in gallons and/or liters. f) Low tank level warning. g) Warnings that travel speed and/or application rate is beyond system capability.
- 2.13.3. Radar type sensor to pick-up ground speed.
- 2.14. **Accessories:**
- 2.14.1. Liquid sampling valve shall be state approved for taking samples of liquid asphalt and located in the rear tank head.
- 2.14.2. Hand Spray Attachment: Hand spray gun with cold handle and not less than three (3) spray nozzles; includes 25' of 3/4" flexible rubber hand spray hose.
- 2.14.3. Strainers: Asphalt system shall be designed so all liquid asphalt pumped to the tank, from the tank or to the spray bar must pass through a screen; includes cone type strainer in fill line in front of asphalt pump strainer.
- 2.14.4. Turn Signals: LED at rear of Distributor with truck supplying chassis control of signals.

2. Primary Specifications (cont.)

- 2.14.5. Lighting: Federal Standard 108 requirements; including reflectors, clearance and identification lights. Wiring shall be in loom.
- 2.14.6. All necessary special tools for operation and maintenance of the Distributor shall be provided.
- 2.14.7. Painting: Distributor steel parts and bottom 1/3 of tank shall be painted black enamel.
- 2.14.8. Power wash down system; includes electric fuel pump and 15' hose with gun.
- 2.14.9. Spray bar section storage box.
- 2.14.10. Power right side 4-way mirror.
- 2.15. **Warranty:**
- 2.15.1 Minimum of two (2) years warranty of distributor components.
- 2.16. **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.
- 2.17 **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.
- 2.18. **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 should state in the returned bid response the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).
- 2.19 **Deviation(s):** Any deviation(s) to the above specification(s) shall be listed and type written on a separate sheet(s) of paper and attached to the response form stating section number, component(s) with deviation(s) and a clearly defined explanation for deviation(s).
- 2.20 **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.
- 2.21. **TRADE-IN**
- 2.21.1. 1968 5,000 Gallon Fruehauf Oil Transporter Serial # OMH950341 Asset Tag# 07577
- 2.21.2. **Note:** Vendors are encouraged to review the equipment. To schedule an appointment, contact Sam Amick, CPPB by calling 573-449-8515, ext. 226. A minimum of 48 hours notice is necessary due to the continued use of these vehicles for County business.
- 2.22. **Designee** – Boone County Public Works
- 2.22.1. **Contact** – Marlene Ridgway, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 or email: mridgway@boonecountymmo.org
- 2.23. **Delivery:** Units shall be delivered with Bill of Sale and Title of Ownership.
- 2.23.1. **Delivery Terms:** FOB Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.24. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.24.1 Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.24.2. Vendor to include product literature for each proposed piece of equipment.
- 2.24.3. 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.

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

Unit Price

4.7.1. 2003 Bituminous Transport Distributor per Section 2 \$ _____

4.8. Cash Discount _____ net _____ days

4.9. Less Trade-In

4.9.1. 1968 5,000 Gallon Fruehauf Oil Transporter Serial # OMH950341 Asset Tag# 07577 \$ _____

GRAND TOTAL less Trade-in (4.7.1. – 4.9.1.) \$ _____

4.10. Hourly Labor/Repair Rate per Section 2.20. \$ _____

4.11. Percentage Discount Off List Price of OEM Parts _____ %

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

4.16. Delivery ARO: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
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Marlene Ridgway, Buyer
573/886-4392 - 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 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.