



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

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

**Melinda Bobbitt, CPPB, Director**  
(573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

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### **Bid Data**

Bid Number: **13-25FEB03**  
Commodity Title: **Lease of Road Construction Equipment – Term and Supply**

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

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

Day / Date: **Tuesday, February 25, 2003**  
Time: **1:25 p.m. C.S.T.**(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: **Tuesday, February 25, 2003**  
Time: **1:30 p.m. C.S.T.**  
Location / Address: Boone County Johnson Building Conference Room 213  
601 E. Walnut, 2<sup>nd</sup> Floor  
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 Quote" 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** – For the **Leasing of Road Construction Equipment – Term and Supply.**
- 2.1.1 **Equipment Types and Quantities** – Self-propelled Single-Smooth Drum-Vibratory Roller (2), Self-propelled Pneumatic Roller, Self-propelled Pad Foot Roller (2), Crawler Dozer, Finishing Dozer, Backhoe 4WD, and Track hoe / Excavator with hydraulic quick coupler, hydraulic breaker, 36” severe duty bucket and 60” ditching bucket. The County anticipates leasing one (1) piece of equipment per type except for the Vibratory Roller, which the need is two (2), but may increase the number of units based on need and availability.
- 2.2. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.2.1. As a minimum, each equipment type shall be equipped with all manufacturers’ standard items and attachments as specified herein. Equipment must be fully functional and in a safe operating condition with a maximum of 750 operating hours.
- 2.2.2. Each shall be equipped with ROPS (Rollover Protective Structure) / FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.3. **ADDITIONAL TECHNICAL REQUIREMENTS PER TYPE**
- 2.3.1. **Self-propelled Single-Smooth Drum Vibratory Roller**, Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW211D-3, Hamm 2520D, Cat CS583D or pre-approved equal.
- 2.3.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; includes FOPS protection.
- 2.3.2. **Self-propelled Single Drum Padfoot Vibratory Roller**, Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D or pre-approved equal.
- 2.3.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; includes FOPS protection.
- 2.3.3. **Self-propelled Pneumatic Roller Compactor (1)**, Acceptable Models – Caterpillar PS-200B, Bomag BW11RH, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or pre-approved equal.
- 2.3.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; includes full FOPS protection.
- 2.3.4. **Crawler Dozer (2)**, Acceptable Models – John Deere 850C-LGP, Case 1850K-LPG, Cat D7R LGP, Komatsu D85EX-21 LGP or pre-approved equal.
- 2.3.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; includes full ROPS protection.
- 2.3.5. **Finishing Dozer (1)**, Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, John Deere 450H
- 2.3.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.
- 2.3.6. **Trackhoe / Excavator (1) with Attachments** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV , or pre-approved equal.
- 2.3.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18’7” boom length, a minimum 9’7” arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36” severe duty bucket, a 60” ditching bucket, minimum 14’7” track length, minimum 7’10” track gauge, minimum 31.5” shoe width, and a maximum travel speed of 3.4 mph.
- 2.3.7. **Backhoe 4WD (1)** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or pre-approved equal.
- 2.3.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.3.8. **Self-Propelled Water Tanker Distributor (1)** Acceptable Models – Any as specified, **except** off-road type.
- 2.3.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity

or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**

- 2.4. **EQUIPMENT MAINTENANCE AND REPAIR** – Contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
  - 2.4.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Sam Amick, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
  - 2.4.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
  - 2.4.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the Vendor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
  - 2.4.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.5. **PRE-APPROVED EQUAL** - Any manufacturer's name, trade name, brand name or catalog numbers are used in the specifications for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive.
  - 2.5.1. Any vendor interested in submitting a response for a pre-approved equal must submit their request in writing no later than 4:00 p.m. February 20, 2003. This request can be faxed to the Boone County Purchasing Department at (573) 886-4390. This request must indicate that the proposed equal meets or exceeds all of the functional requirements described in the section(s) you are interested in bidding. A copy of the manufacturer's equipment specifications must be included with submission for pre-approved equal. The County is not responsible for insuring receipt of all transmissions. Vendors are encouraged to contact the Purchasing Department to insure that all requests have been received by the stated deadline.

- 2.
- 2.6. **CONTRACT CONDITIONS**
- 2.6.1. **Contract Duration** – The contract shall be effective from the date of issuance and continue for one (1) Year. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.6.2. **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.
- 2.6.3. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.7. **ROAD CONSTRUCTION SEASON** – *The Road Construction Season is generally described as March 1 through October 31 of each year.*
- 2.8. **LEASE DURATION PER SEASON** – *Typical lease for equipment is six (6) to eight (8) months. The county reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.*
- 2.9. **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. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.10. **BILLING AND PAYMENT** – This is a Month to Month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.10.1 **Prorate** – The daily-prorated amount shall be figured on a calendar month, for the month being billed.
- 2.10.2 To figure the daily-prorated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.11. **DELIVERY**
- 2.11.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.11.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.11.3. **Delivery Date** – Anticipated delivery date for the first contract period is March 15, 2003. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.12. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.12.1. **Bid Content/Clarification Contact** – Melinda Bobbitt, CPPB, Director – 601 E. Walnut, Room 208, Columbia, MO 65201. Phone: (573) 886-4391, Fax (573) 886-4390. E-mail: Mbobbitt@boonecountymmo.org

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
  - 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder. **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, 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(s) selected appears to offer the best overall solution for our current and anticipated needs at the lowest and best 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: \_\_\_\_\_
- 4.16. Federal Tax ID: \_\_\_\_\_

- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

**4.7 PRICING**

	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1. <b>Self-propelled Single-Smooth Drum Vibratory Roller</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.2. <b>Self-propelled Single Drum Padfoot Vibratory Roller</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.3. <b>Self-propelled Pneumatic Roller Compactor</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.4. <b>Crawler Dozer</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.5. <b>Track hoe / Excavator</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____

4.7.5.1.	<b>Hydraulic Quick Coupler</b> Make: _____ Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.5.2.	<b>Hydraulic Breaker</b> Make: _____ Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.5.3.	<b>36" Severe Duty Bucket</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.5.4.	<b>60" Ditching Bucket</b> Make: _____ Model: _____ Year: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.6.	<b>Backhoe 4WD</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.7.	<b>Self-propelled Water Tanker Distributor</b> Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	<b>Parts Cost Per Field Service</b> \$ _____	<b>Monthly Lease Cost</b> \$ _____	<b>Delivery Date</b> ARO Number of Days _____
4.7.8.	<b>TOTAL</b>	\$ _____	\$ _____	
4.7.9.	<b>Field Service:</b>			
4.7.9.1.	<b>Hourly Labor Charge</b>	\$ _____		
4.7.9.2.	<b>Trip Setup or Trip Fee</b>	\$ _____		
4.7.9.3.	<b>Mileage Fee Per Mile</b>	\$ _____		



**4. Response Form – (Continued)**

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4.8. 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 Quote (Bid) which have been read and understood, and all of which are made part of this order.

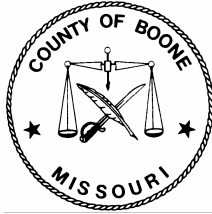
4.8.1. Authorized Representative (Sign By Hand):

4.8.2. \_\_\_\_\_  
Type or Print Signed Name:

4.8.3. Today's Date: \_\_\_\_\_

4.9. Maximum Percentage Increase for \_\_\_\_\_% 2nd Year; \_\_\_\_\_% 3rd Year

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who Participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_Yes \_\_\_\_\_No



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

## ***Standard Terms and Conditions***

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. 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.



**“No Bid” Response Form**

**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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**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 13-25FEB03 - Lease of Road Construction Equipment – Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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