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



Request For Bid (RFB)

<u>Marlene Ridgway, Buyer</u> 573/886-4392 - FAX 573/886-4390 Email: mridgway@boonecountymo.org

Commodity Title:	Bid Data 15-25FEB03 2003 CARGO and UTILITY TRAILERS R SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT
,	Bid Submission Address and DeadlineTUESDAY, FEBRUARY 25, 20031:25 P.M. (Bids received after this time will be returned unopened)Boone County Purchasing DepartmentBoone County Johnson Building601 E. Walnut, Room 209Columbia, MO 65201
Directions:	The Johnson Building is located on the Northeast corner at 6 th 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
-	TUESDAY, FEBRUARY 25, 2003 1:30 P.M.
	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

County of Boone

<u>County o</u>	t Boone Purchasing Department
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
100	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
1.0.1.	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
1.0.2.	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
1.4.	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:
	 the provisions of the Contract (as it may be amended);
	2) the provisions of the Bid;
	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.

County of Boone

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	Primary Specifications
2.1.	0, , 0
	and a Utility Flatbed Trailer with all manufacturer's standard equipment and those features as detailed in the
	following specifications.
2.2.	TRAILER UNIT #1 MINIMUM TECHNICAL SPECIFICATIONS
2.2.1.	Quantity – 3 <u>Note</u> : Vendor will be bidding on three (3) trailers of this type and size.
2.2.2.	Type: Enclosed Cargo Style 8' X 16' Trailer.
2.2.3.	Size (Approximate Dimensions):
	Overall: Length – 20' 3", Width – 8' 3", and Height – 7' 10"
	Interior: Length – 16', Width – 7' 6", and Height – 6' 1"
	Platform: Height – 20" from ground level.
2.2.4.	Exterior Skin: .030 minimum thickness, pre-finished smooth aluminum exterior with baked enamel finish.
2.2.5.	Payload Capacity: 4500 lb. minimum rating.
2.2.6.	GVWR: 7000 lb. minimum rating.
2.2.7.	Axles: E-Z lube tandem; 3500 lb. minimum rating on each axle.
2.2.8.	Brakes: 4-Wheel Electric Brake System with 12-volt breakaway switch and battery.
2.2.9.	Suspension/Springs: Drop suspension/springs with capacity as required by the GVWR.
2.2.10.	Frame: Steel 6" heavy wall tubing or I-beam main frame with 16" on center cross members, steel sidewall,
	frame and header members and shall include 12-gauge gussets throughout trailer frame for additional
	strength.
2.2.11.	Wheel Boxes/Fenders: Formed, heavy-gauge steel wheel boxes/fenders with rear mud flaps attached.
2.2.12.	Header Panels: Formed heavy-gauge steel for strength and durability.
2.2.13.	Walls: Shall include a minimum of 1/4" interior grade plywood (luan not acceptable) sidewall liner with 16"
	on-center formed steel sidewall posts similar to semi-trailers.
2.2.14.	Doors: Shall include lockable and triple hinged swing-out doors without windows; one (1) curbside 29"
	minimum width and full-width double rear doors; each with automotive type weather stripping, foam tape not
	acceptable.
2.2.15.	Roof: .080 hard aluminum top-wrap shall include 16-gauge, one-piece formed steel roof bows.
2.2.16.	Floor: Shall include ³ / ₄ " exterior grade plywood floor to resist warping.
2.2.17.	Lights: Shall include LED clearance, stop, tail and turn signal lights; includes 7-way round electrical cable.
	All electrical wiring shall be in asphalt loom and sealed to prevent corrosion.
2.2.18.	Tires: Four (4) each manufacturer's standard powder coated white spoke style wheels with black wall tubeless
	radial tires and one (1) standard size spare tire/wheel (non-mounted).
2.2.19.	Paint: Exterior Solid Color; Victory Red
2.2.20.	Additional Miscellaneous Required Features
	• 12" high stone guards,
	2-speed heavy-duty manual tongue jack,
	 heavy-duty adjustable pintle-eye hitch with two (2) safety chains, hooks and latches,
	 license plate bracket,
	 interior cargo light,
	 four (4) D-ring tie downs on each side spaced evenly on right and left side in floor.
2.2.21.	OPTIONAL ITEMS: These items may or not be purchased at time of award.
2.2.21.	Fold-down curbside door step.
2.2.22.	Vertical E-Track welded to frame at factory suggested standard positions throughout cargo area.
2.2.23.	Two (2) interior roof-mounted cargo lights.
<i>८.८.८</i> 4.	$r_{WO}(z)$ interior root-mounted dargo lights.

County of Boone

2.	Primary Specifications (cont.)					
2.3.						
2.3.1.	Quantity – 1 <u>Note</u> : Vendor will be bidding on one (1) trailer of this type and size. The County may or					
	may not be purchasing this trailer, but requests a quote pending availability of funds.					
2.3.2.	Type: Flatbed (Flush Deck) Utility 7' X 20' Trailer with Dove Tail					
2.3.3.						
	between fenders, and Height Off Ground-22"; Dove Tail @ 10 degrees - Length 2' Width - 7' 6"					
2.3.4.	Payload Capacity: 10,000 lbs. minimum rating.					
2.3.5.	GVWR: 12,000 lbs. minimum rating.					
2.3.6.	Axles: E-Z lube tandem; 6,000 lb minimum rating on each axle.					
2.3.7.	Brakes: 4-Wheel Electric Brake System with 12-volt breakaway switch and battery.					
2.3.8.	Suspension/Springs: Drop suspension/springs with capacity as required by the GVWR.					
2.3.9.	Frame: Steel 6" heavy wall tubing or channel main frame with 16" on center cross members, steel sidewall					
	with stake pockets and rub rail, frame and header members, wrap tongue and shall include gussets throughout					
	trailer frame for additional strength.					
2.3.10.	Wheel Boxes/Fenders: Formed, heavy-gauge steel wheel boxes/fenders with rear mud flaps attached.					
2.3.11.	Header Panel: Formed heavy-gauge steel for strength and durability.					
2.3.12.	Floor: Standard CCA treated yellow pine floor.					
2.3.13.	Ramps: Shall include two (2) adjustable standup ramps with knees.					
2.3.14.	Toolbox: Standard type installed in tongue with lockable lid and large enough for storage of transport chains.					
2.3.15.	Lights: Shall include LED clearance, stop, tail and turn signal lights; includes 7-way round electrical cable.					
	All electrical wiring shall be in asphalt loom and sealed to prevent corrosion.					
2.3.16.	Tires: Four (4) each manufacturer's standard powder coated white spoke style wheels with black wall tubeless					
	radial tires and one (1) standard size spare tire/wheel (non-mounted).					
2.3.17.	Paint: Exterior Solid Color; Black					
2.3.18.	Additional Miscellaneous Required Features					
	 2-speed heavy-duty manual tongue jack, 					
	 Heavy-duty adjustable pintle-eye hitch with two (2) safety chains, hooks and latches. 					
2.4.	Deviation(s):					
2.4.1.	It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in					
	frame, axle and suspension construction versus capacities and ratings, 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 sufficient or acceptable as proper identification of deviations from the written specifications.					
2.5.	WARRANTY: Bid prices will include a minimum of a two (2) year factory warranty with warranty information					
	included with the bid response.					
2.7.	DESIGNEE – Boone County Public Works, Maintenance Operations Division, Sam Amick, Fleet Operations					
	Superintendent / Buyer, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.					
2.7.1.	Contact - Marlene Ridgway, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573)					
	886-4392 or Facsimile (573) 886-4390 or Email: mridgway@boonecountymo.org					
2.8.	DELIVERY - All vehicles will be delivered with Bill of Sale, Invoice, Title Application and the Owner's Manual.					
2.8.1.	Delivery Terms – FOB-Destination. Boone County Public Works Department, Maintenance Operations					
	Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with					
	freight charges fully included and prepaid. The seller pays and bears the freight charges.					
2.9.	ADDITIONAL TERMS AND CONDITIONS:					
2.9.1.	Trailers are to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean					
	components properly adjusted, free of water and dust leaks to the storage toolbox, and all components					
	accounted for.					
2.9.2.	Vendor to include product literature for each proposed vehicle. This literature shall include color charts for					
	both exterior and interior finishes that are available to the County of Boone.					

2.9.3. 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. Federal Tax ID: 4.6. () Corporation () Partnership - Name	County of	of Boone					Purchasing Department
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4.7.3. Fold-down Curbside Door Step \$ 3 \$ 4.7.4. Vertical E-Track \$ 3 \$ 4.7.5. Two (2) Roof Mounted Cargo Lights \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.9. Optional Flatbed Utility Trailer 3 \$ \$ 4.9.1. Trailer per section 2.3. \$ 1 \$ 4.10. Grand Total (4.8. + 4.9.1.) \$ \$ \$ 4.9. 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 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri. 4.9.1. Authorized Representative (Sign By Hand): Print Name and Title of Authorized Representative 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? Y	4.7.1.	Trailers per section 2.2.	\$		3	\$	
4.7.4. Vertical E-Track \$ 3 \$ 4.7.5. Two (2) Roof Mounted Cargo Lights \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.9. Optional Flatbed Utility Trailer \$ 3 \$ 4.9.1. Trailer per section 2.3. \$ 1 \$ 4.10. Grand Total (4.8. + 4.9.1.) \$ \$ \$ 4.9. 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. 4.9.1. Authorized Representative (Sign By Hand):	4.7.2.	Optional Items		Unit Price	<u>QTY</u>		Extended Price
4.7.4. Vertical E-Track \$ 3 \$ 4.7.5. Two (2) Roof Mounted Cargo Lights \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.) \$ 3 \$ 4.9. Optional Flatbed Utility Trailer \$ 3 \$ 4.9.1. Trailer per section 2.3. \$ 1 \$ 4.10. Grand Total (4.8. + 4.9.1.) \$ \$ \$ 4.9. 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. 4.9.1. Authorized Representative (Sign By Hand):	4.7.3.	Fold-down Curbside Door Step	\$		3	\$	
4.8. Total (4.7.1. + 4.7.3. + 4.7.4. + 4.7.5.) \$ 3 \$ 4.8. Total (4.7.1. + 4.7.3. + 4.7.4. + 4.7.5.) \$ 3 \$ 4.9. Optional Flatbed Utility Trailer QTY Extended Price 4.9. Trailer per section 2.3. \$ 1 \$ 4.10. Grand Total (4.8. + 4.9.1.) \$ \$	4.7.4.	Vertical E-Track	\$			\$	
Unit Price OTY Extended Price 4.9. Optional Flatbed Utility Trailer \$ 1 \$ 4.9.1 Trailer per section 2.3. \$ 1 \$ 4.10. Grand Total (4.8. + 4.9.1.) \$ \$ 4.9. 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. 4.9.1. Authorized Representative (Sign By Hand): Print Name and Title of Authorized Representative 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	4.7.5.	Two (2) Roof Mounted Cargo Lights	\$			\$	
 4.9. Optional Flatbed Utility Trailer 4.9.1. Trailer per section 2.3. \$ 1 \$ 4.10. <i>Grand Total (4.8. + 4.9.1.)</i> <u>\$</u> 4.9. 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. 4.9.1. Authorized Representative (Sign By Hand): Print Name and Title of Authorized Representative 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 	4.8.	Total (4.7.1. + 4.7.3.+ 4.7.4. + 4.7.5.)	\$		3	\$	
4.9.1. Trailer per section 2.3. \$ 1 \$ 4.10. <i>Grand Total (4.8. + 4.9.1.)</i> \$ \$ 4.9. 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. 4.9.1. Authorized Representative (Sign By Hand):				Unit Price	<u>QTY</u>		Extended Price
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Date: Print Name and Title of Authorized Representative 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		strict accordance with all requirements of of which are made part of this order. By Section 34.353 and, if applicable, Section Statutes of Missouri.	contained submis n 34.359	d in the Request for Bid sion of this bid, the ven	which have been dor certifies that	en read It they	l and understood, and all are in compliance with
Print Name and Title of Authorized Representative 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		······································					
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?							
purchasing with Boone County, Missouri? YesNo		Print Name and Title of Authorized Rep	resentat	IVE			
4.11. Delivery ARO:	4.10.	purchasing with Boone County, Missour	ri?	e by other entities in Bo	oone County wh	io part	icipate in cooperative
	4.11.	Delivery ARO:					



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

- 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.