

# **Request for Bid** (RFB)

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

*Marlene Ridgway, Buyer* Phone: (573) 886-4392 – Fax: (573) 886-4390 Email: <u>mridgway@boonecountymo.org</u>

	Bid Data			
Bid Number:	51-15JUL03			
Commodity Title:	Pavement Marking			
DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT				
Day / Date: Time: Location / Mail Address: Directions:	Bid Submission Address and DeadlineTUESDAY – JULY 15, 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 65201The Johnson Building is located on the Northeast corner at 6 <sup>th</sup> Street and Walnut Street. Enter the building from the East Side.Wheel chair accessible entrance is available on the West side of the building.			
	Bid OpeningTUESDAY – JULY 15, 20031:30 P.M. C.S.T.Boone County Johnson Building Conference Room601 E. Walnut, Room 215Columbia, MO 65201			
	Bid ContentsIntroduction and General Conditions of BiddingPrimary SpecificationsResponse Presentation and ReviewResponse FormStandard Terms and Conditions"No Bid" Response Form			

County o	
1.	Introduction and General Conditions of Bidding
1.1.	
	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 Boone County. 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.	<b>Bid</b> - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The
1.2.0.	kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is
	used when the need is well defined. A "Request 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.	<b>Response -</b> 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 or e-mail, to the
1.0.	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.	<b>Bidder Responsibility -</b> 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.	<b>CONTRACT EXECUTION</b> - This Bid and the Contractor's Response will be made part of any resultant Contract and
1.0.	will be incorporated in the Contract as set forth, verbatim.
1.5.1.	<b>Precedence</b> - In the event of contradictions or conflicts between the provisions of the documents comprising this
1.0.1.	Contract, they will be resolved by giving precedence in the following order:
	<ol> <li>the provisions of the Contract (as it may be amended);</li> </ol>
	2) the provisions of the Bid;
	2) 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 from date of
1.0.	award through one year with an additional two (2) one-year renewals unless canceled by either party commencing
	award through the year with a radius in two (2) one-year to levels thilless called by during party with end of the

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

	Dimer Coordinations
2.	Primary Specifications
2.1.	ITEMS TO BE PROVIDED - Labor, Materials, Equipment, Coordinating and Scheduling, and related items
	required to paint street markings on roads as directed by the Boone County Public Works Department.
2.2.	<b>CUANTITY -</b> Approximately 285,425 linear feet of striping. The length given (ft) in the schedule of quantity is
	the total amount applied by the contractor. Attached are detailed plans describing proposed locations. It is the
	goal of the County to apply the same or more lineal feet in subsequent contract years.
2.2.2.	<b>Contract Duration -</b> The contract shall be effective from the date of issuance through December 31, 2004. This
	contract is subject to renewal annual for two (2) additional one (1) year periods following expiration of the first
	contract period.
0001	Contract Period. Contract Extension - The County Purchasing Director may exercise the option to extend the contract on a
2.2.2.1.	
	month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best
	interest of Boone County.
2.2.2.2.	Contract Documents - The successful bidder(s) shall be obligated to enter into a written contract with the
	County within 30 days of award on contract forms provided by the County. 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.
2.3.	TECHNICAL REQUIREMENTS - All materials provided and work done shall be in accordance with the MUTCD,
2.0.	the ITE Model Performance Specifications for Pavement Marking and requirements of this request. Painting
0.0.4	shall include center longitudinal lines only. All painting shall be reflectorized by glass flotation beads.
2.3.1.	Paint - Yellow acrylic waterborne traffic marking paint and shall adhere to specifications MREP-91-06F (revision
	12-21-93) of the Missouri Department of Transportation, Division of Materials and Research Specifications
	manual.
2.3.2.	Product Application - Longitudinal painted markings shall be applied with heavy-duty multiline striping
	equipment capable of applying strips of uniform width and thickness. The roadway surface shall be cleaned of
	debris, sand or any other deleterious material by sweeping and or use of jets of compressed air immediately
	preceding the paint application. Paint shall be applied according to Missouri Standard Specifications for
	Highway Construction, section 620.50. Each centerline shall be 4" in width. Intermittent striping will follow the
	10'/30' interval method. Application thickness will depend upon paint, 1-year warranty period, and application
	method.
2.3.3.	The edges of the lines shall be sharp and well defined with overspray held to a minimum.
2.3.4.	Painted markings shall be applied in a workmanship manner, i.e. straight lines shall be straight, curved lines
	shall be uniform and symmetrical, etc. Painted markings, which in the project engineer's judgment are not
	applied in this manner, shall be removed and replaced at the contractor's expense.
2.3.5.	Warranty - The contractor shall warranty both the labor and material for a period of one year from the date of
	application. Bidders should attach a copy of their proposed warranty that clearly indicates the limits and
	guidelines for warranty claims.
2.4.	BIDDERS RESPONSIBILITIES
2.4.1.	The Contractor shall be responsible for assuring the surface to be painted is clean, dry, and ready for
	application of paint. The Contractor is responsible to keep freshly painted strip protected until dry; and to
	provide all traffic control and warning devices.
2.4.2.	Equipment shall be compatible with paint and beads to be applied. All equipment is to be in good working order
<i>L</i> . 1. <i>L</i> .	and subject to inspection before the bid is awarded.
2.4.3.	It is the bidder's responsibility to inspect the streets to determine the full extent of the work necessary to
2.4.3.	
	complete all painting as indicated in the bid documents. If the bidder is in doubt of the extent of the work,
	questions should be raised at least 10 days prior to the bid opening.
2.4.4.	The Contractor is not to apply center line markings on bridge decks.
2.4.5.	No sub-contracting will be allowed in this project. All work must be done exclusively by bidder.
2.4.6.	Project will be inspected by department personnel.
2.5.	BIDDERS EXPERIENCE AND QUALIFICATIONS - The bidder shall include in the response, written
	documentation on their qualifications to perform road marking work and the equipment proposed for use on this

project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Bidders are also required to list ALL roadways painted by the vendor in the past six (6) months. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process.

#### 2.6. ADD ALTERNATE

- 2.6.1. ALTERNATE STRIPING LONGITUDINAL DOUBLE SOLID CENTER LINE: To be set on identified roads. Center line shall be applied per MODOT specifications 1048 and manufacturer's recommendations. Brand to be used: 3M Stamark High Performance Tape Series A3808i tape. Subcontractors are allowed only for this portion of the specifications. Bidders are to answer with a price per lineal foot in their bid response.
- 2.6.2. Bidders are to submit price for surface preparation including but not limited to sandblasting roads for application of alternate.
- 2.7. SCHEDULING Painting shall be done while pavement surface temperatures are at or above 50 degrees F°. or according to paint manufacturers recommendations. The Public Works department prefers work to be done in the months of August or September or when roads are prepared to be painted. The Contractor shall indicate in their response the date they propose to commence and complete the marking project which shall be no more than 24 WORKING DAYS.
- 2.8. **PREVAILING WAGE -** Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 10** is attached. Upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.

#### County of Boone

Purchasing Department

2. Primary Specifications (Cont.)

#### 2.9. INSURANCE REQUIREMENTS -

- 2.9.1. **Contractor's Insurance -** The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Code.
- 2.9.2. **Compensation Insurance -** Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employee engaged in hazardous work under this contract at the site of work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance -** Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.9.4. Automobile Public Liability and Property Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$250,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Owner's Contingent or Protective Liability and Property Damage -** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any ad all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.9.6. **Insurance Certification -** Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured and requiring a thirty (30) day mandatory cancellation notice. In addition, such

insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work required in the contract.

#### 2.10. BOND REQUIREMENTS

- 2.10.1. **Bid Bond** Each bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.
- 2.11. SALES TAX EXEMPTION PROCEDURE : County will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to insure that no sales or use taxes are included in the invoices and that the county pays no sales/use taxes from which it is exempt. The contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMb. not otherwise herein specified. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates
- 2.12. LIEN WAIVERS Prior to the release of contract amount, contractor shall file with the County the following:
  - a) an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
  - b) lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - c) lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.

#### County of Boone

Purchasing Department

- 2. Primary Specifications (Continued)
   2.13. DESIGNEE Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.14. **BID CLARIFICATION -** Any questions or clarifications concerning bid documents should be addressed in writing to Marlene Ridgway, Buyer, 601 E. Walnut, 2nd Floor, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or email: <u>mridgway@boonecountymo.org</u>
- 2.15. **DELIVERY** Each site specified in the attached proposed project list and the map of Boone County of this request.
- 2.15.1. **Delivery Terms -** FOB Destination. The seller pays and bears all freight charges.
  - 2.16. **PAYMENT -** Contractor will bill the County upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

#### 3. <u>Response Presentation and Review</u>

- 3.1 **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in 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 "NA."
- 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 bid 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 selfaddressed 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.
- 3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at <u>www.showmeboone.com</u>. View information under *Purchasing Department*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
  - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. Endurance of Pricing Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award:** Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

# <u>County of</u> Boone Purchasing Department 4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time. 4.1. Company Name: 4.2. Address: 4.3. City/Zip: 4.4. Phone Number: 4.5. Fax Number: 4.6. Federal Tax ID: 4.7. PRICING 4.7.1. Price per lineal foot for center line marking: \$ 4.7.2. Price per lineal foot for edge marking: \$ 4.7.3. Add Alternate: Striping per Section 2.6. \$ 4.7.4. Price per lineal foot for sandblasting in preparation to install tape: \$ 4.8. Bidders must also respond with the following information to be considered responsive: 4.8.1. Experience and Qualification Information required in section 2.5 of this request. 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. 4.9.1. Authorized Representative (Sign By Hand): \_\_\_\_\_ Date: \_\_\_\_\_ 4.9.2. Type or Print Signed Name:

#### Boone County Public Works 2003 Project Locations for Pavement Marking

Road Name	Description	Linear Feet	Туре		
Reapplications					
Calvert Hill Road	From Hwy 63 to Route B	25450	Double Solid		
McGee Road		16896	Double Solid		
Boatman Hill Road		2800	Double Solid		
		1540	Intermittent		
Oakland Church Road (re-application)	to Route B		Double Solid		
Alfalfa Drive			Double Solid		
Starke Avenue			Double Solid		
Creasy Springs Road	City Limits to Mauller Road	37602	Double Solid		
Smith Hatchery Road			Double Solid		
Hill Creek Road	Route K to Highpoint Lane	15240	Double Solid		
Gillespie Bridge Road	Route O to Scott Boulevard	23582	Double Solid		
Apply on Overlays done by APAC					
Oakland Gravel Road	From City Limits at BC Fairgrounds	34425	Double Solid		
Old Plank Road	Route K to Woodie Proctor Road	28512	Double Solid		
Fairgrounds Road	Route 22 to Sturgeon City Limits	5913	Double Solid		
Apply on Paving done by APAC					
Oakland Church Road (PIP)	Wagon Trail Road to Oakland Church Road	16790	Double Solid		
Minor Hill Road	Highway 63 South to Route DD	20698	Double Solid		
Apply on Chip and Seal done by Frech Paving					
Richland Road	Rangeline Road to City Limits (at Bridge)	34953	Double Solid		
Tomlin Hill Road	Highway 163 to Cheavens Road	13200	Double Solid		
Cedar Tree Lane	Route M to Bayte Lane	10137	Double Solid		
Total:		287,738			
Add Altowers Deede					
Add Alternate Roads	Deute I/te Maedie Drester Drest	00540	Develate Oalist		
Old Plank Road	Route K to Woodie Proctor Road	28512	Double Solid		
Gillespie Bridge Road	Route O to Scott Boulevard	23582	Double Solid		
Depending on available funds, these roads may or may not be marked with the tape as					

may or may not be marked with the tape as described in Section 2.6.



### Standard Terms and Conditions

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

Marlene Ridgway, Buyer Phone: (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.



"No Bid" Response Form

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

Marlene Ridgway, Buyer (573) 886-4392– Fax: (573) 886-4390

# "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: 51-15JUL03 – Pavement Marking

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

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

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

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

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