



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **02-08JAN08**
Commodity Title: **Public Works South Facility Fence Installation Project**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JANUARY 8, 2008**
Time: **10:30 AM** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
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 8, 2008**
Time: **10:30 AM**
Location / Address: Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201

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**
- Exhibit A **Prior Experience**
Exhibit B **Fence Location Drawing**
Prevailing Wage – Annual Wage Order #14
“No Bid” Response Form

Note: A pre-bid meeting has been scheduled for Friday, December 14, 2007 at 10:00 a.m. in the Boone County Public Works Conference Room, 5551 S. Highway 63, Columbia, MO. All bidders are STRONGLY ENCOURAGED to attend. A project site visit will immediately follow the pre-bid meeting.

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. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of 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. **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 AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, equipment, and supervision to **install a fence** per manufacturer’s recommendations and in accordance with the following specifications along the approximate South-western and South-eastern boundaries of the Public Works South Facility owned by Boone County, Missouri.
- 2.1.1. **Pre-Bid Meeting** – A pre-bid meeting will be held Friday, December 14, 2007 at 10:00 a.m. in the Boone County Public Works Conference Room at 5551 S Highway 63, Columbia, MO. A tour of the project site will be provided immediately following the pre-bid meeting.
- 2.2. **Scope of Services** – The Contractor shall provide all labor, materials, equipment, and supervision to complete the following improvements. Facility overhead drawing is included as Exhibit D.
- *Base Bid: Install a six (6) foot tall chain link fence along the South -western and South-eastern boundaries of the Public Works South Facility tying into the existing corners of the existing fence as shown on Exhibit D.*
- 2.3. **Contract Documents** - The successful Bidder 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 the Bidder desires to contract under his own written agreement, any such proposed agreement shall be submitted in blank with his bid. The 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 the County legal counsel.
- 2.4. **Project Schedule** – Work can be performed weekdays 7:00 a.m. to 5:00 p.m. It is the Contractor’s responsibility to notify the County within 48 hours of starting the work. A project schedule depicting the progression of the work shall be submitted for the County’s approval.
- 2.5. **TECHNICAL AND SUBMISSION REQUIREMENTS**
- 2.5.1. Prior to installation, the contractor shall provide shop drawings for approval by Public Works of the fence with all dimensions, details, and finishes. The drawings must include post foundations, spacing, hole depth, and all incidental and necessary material requirement.
- 2.5.2. The chain link fence shall be aluminized fabric on galvanized posting and is estimated to be 982’ in total length (596’ South - eastern boundary and 386’ South - western boundary). The exact dimensions shall be confirmed by the bidder prior to submitting a bid.
- 2.5.3. The chain link fence shall be 6’ high, have 2” mesh, 9 gauge, .4 oz sq. ft. per ASTM A 491.
- 2.5.4. Appropriate line 2”, corner (terminal) 3”, rails (top) 1 5/8”, and braces shall be installed according to manufacturer’s installation instructions.
- 2.5.5. No gates are necessary for this fence.
- 2.5.6. All fittings, post caps, rail ends, sleeves, mesh, tie wire, tension (stretcher bars/rods), tension wire, truss rods, fasteners, concrete, and labor, and any other necessary materials shall be considered incidental to fence and priced lump sum.
- 2.5.7. All posts shall be set plumb and true to line and grade. The fence shall tie into existing fences.
- 2.5.8. The concrete footing shall be a uniform thickness around the post and shall have a cone or dome shaped top. The concrete shall have a minimum 28 day compressive strength of 3,000 psi.
- 2.5.9. The measurement of payment of the chain link fence shall be made lump sum.
- 2.5.10. Any items necessary for construction but not mentioned in these specifications shall be considered incidental to the lump sum costs.
- 2.5.11. No barbed wire is necessary.
- 2.5.12. Special provisions are provided herein as Exhibit A.
- 2.6. **SPECIAL PROVISIONS**
- 2.6.1. Contractor must leave a 4” gap between the ground and the bottom of the fence netting to enable Public Works Maintenance and Operations to install rock up to the bottom of the fence for a clean, finished product.
- 2.6.2. Contractor shall install fence 6” inside the actual Public Works boundary.
- 2.6.3. Trees may need to be trimmed or removed in the back of the facility. County maintenance and operations will complete this prior to the contractor starting the project.

2.7. **GENERAL CONDITIONS**

- 2.7.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for the said services shall be included in the bid price.
- 2.7.2. The Contractor shall complete all required utility locations prior to commencement of work. The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.7.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. The Contractor should view the proposed areas. Failure of the contractor to visit the site and take measurements prior to bid submission does not relieve the contractor of any obligation whatsoever. The County does not guarantee minimum order quantities.
- 2.7.4. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.7.5. The Contractor is required to schedule the project inspections with the Public Works Department.
- 2.7.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous materials on the sites.
- 2.7.7. The Contractor shall be responsible for removing and replacing damaged surfaces during the project at no additional expense to the County.
- 2.7.8. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area. The Contractor shall leave the site neat and clean at the end of each day.
- 2.7.9. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.7.10. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.7.11. The Contractor shall begin the project no later than thirty (30) days after the Notice to Proceed. The Contractor will be expected to complete the project within 45 working days after the Notice to Proceed.
- 2.7.12. The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a Punch-List during the inspection and will forward a copy of the Punch-List to the Contractor. After the Punch-List items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.8. **WARRANTY** – The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary.
- 2.9. **PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #14 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Boone County Purchasing Department or via the Internet at: www.showmeboone.com Then select Purchasing, then Current Prevailing Wage.
- 2.10. **BILLING AND PAYMENT** - Payment shall be made after the work has been completed and an invoice has been received. The vendor must submit an invoice and charges must only include prices listed in the vender's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. Invoices should

be submitted to Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is 5551 Highway 63 South, Columbia, MO 65201.

- 2.11. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
 - 2.11.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
 - 2.11.2. **Comprehensive General Liability Insurance** - The 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 \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract 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 project.
 - 2.11.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, 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.
 - 2.11.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and 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. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
 - 2.11.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract 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 project.

- 2.11.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.11.7. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption 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 RSMo. 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, the Contractor shall file with the County the following:
1. 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;
 2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391, Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.
- 2.14. **DESIGNEE** – Andrew Dick, Infrastructure Engineer, (573) 449-8515, 5551 Highway 63 South, Columbia, MO 65201
- 2.14.1. **Contact for Contract Administration Following Contract Award** – The contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer’s literature or procedure specified is not clearly understood by contacting Andrew Dick, Infrastructure Engineer. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

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. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

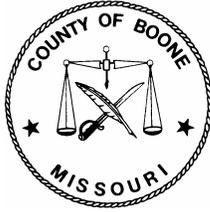
4.8.	PRICING – Bid price must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.
4.8.1.	Total Lump Sum Bid for Fencing Installation as outlined in Section 2 of this RFB: \$_____

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):

_____ Date:_____

4.9.2. Print Name and Title of Authorized Representative



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

Standard Terms and Conditions

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 – 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.

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

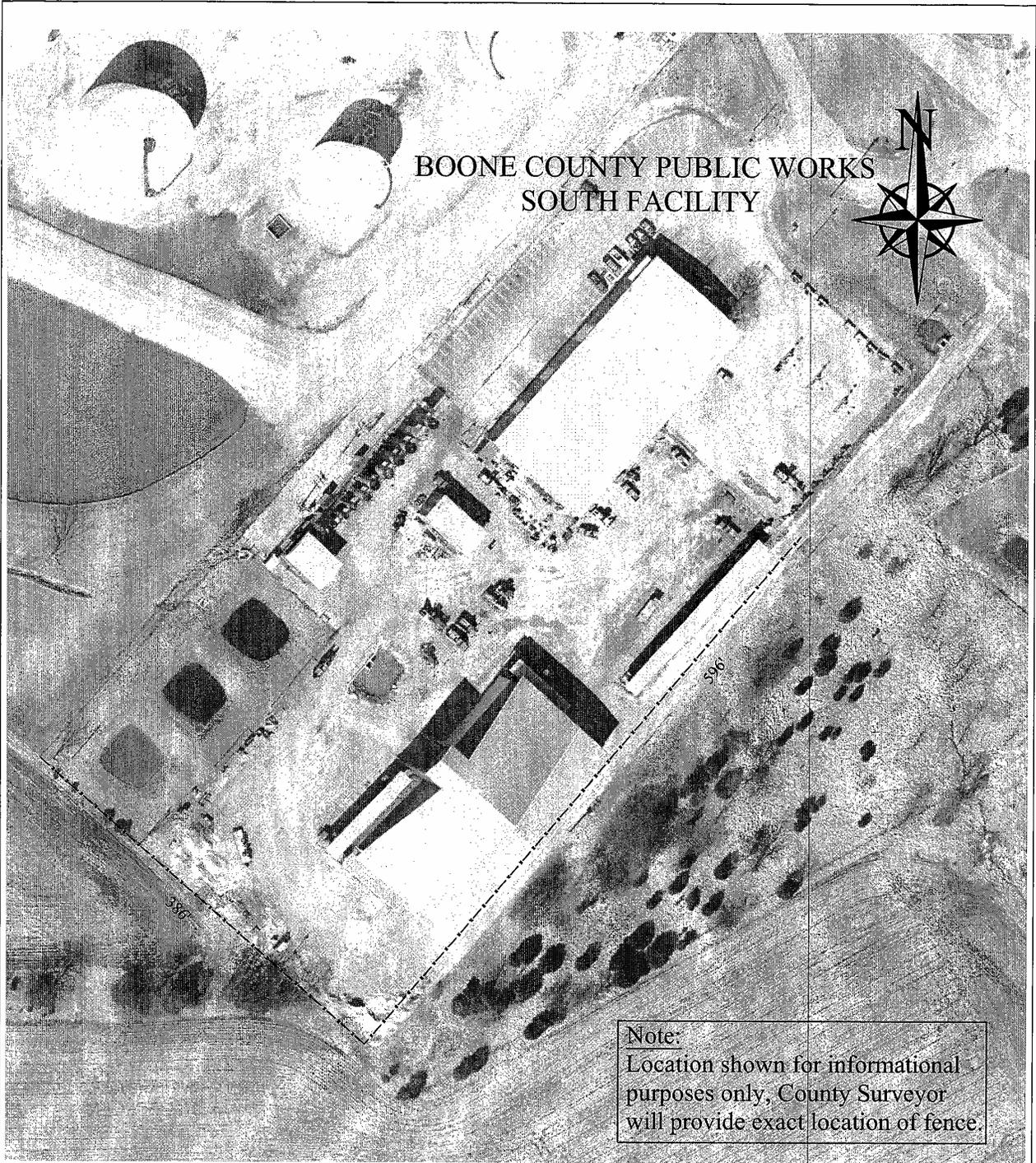
Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT B - FENCE LOCATION DRAWING



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602



South Facility New Fence Diagram

**Boone County Purchasing
Melinda Bobbitt, CPPB
Director**



601 E. Walnut-Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number **02-08JAN08 - Boone County Public Works South Facility Fencing Installation**

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:
