



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

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

**Melinda Bobbitt, Director, Purchasing**  
(573) 886-4391 – Fax: (573) 886-4390  
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### **Bid Data**

Bid Number: **04-28JAN03**  
Commodity Title: **Lawn Care and Maintenance 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 – January 28, 2003**  
Time: **1:25 p.m. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
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 – January 28, 2003**  
Time: **1:30 P.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
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 Official(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. 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. **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 or e-mail, 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. Bidder's 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 – "ALL OR NONE"**. 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/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 Term and Supply contract for the furnishing of **Lawn Care and Maintenance Service** for County Government Facilities Grounds.
- 2.1.1. **Award of Contract:** Award of contract will be made on an “all or none” basis to one bidder.
- 2.2. **GENERAL REQUIREMENTS** – Work performed shall require regular grounds maintenance intervals for fertilizing, weed control, agricultural lime treatment, aerating, verti-cutting, overseeding, and power raking of lawns, as well as, grub control, tree and shrub fertilization.
- 2.2.1. Bidder shall provide with bid response, on a separate sheet of white unlined paper, a type written explanation of the service and/or maintenance being offered for each of the following sites: Courthouse, Government Center, and Public Works Department, as well as, a complete list of all equipment to be utilized to perform contracted services. It shall be the responsibility of the bidder to contact Ken Roberts, Facilities Maintenance Manager @ 601 E. Walnut, Room 206, Columbia, MO 65201 or by calling 573-886-4401 to schedule a time to make an analysis of each site and verify square footage measurement and degree of work for an accurate bid price for each site. Pricing shall be quoted as cost per square foot for each site and type of service to be rendered.
- 2.2.2. Contractor shall provide lawn care, maintenance and materials on a regular schedule from March through October under the conditions as prescribed below. All other services shall be provided as a specific maintenance program and scheduled as outlined below.
- 2.2.3. Contractor shall be duly certified and licensed to provide contracted services. No portion of the contract shall be assigned to a subcontractor without prior knowledge and written consent of the County.
- 2.2.4. No services shall be performed unless scheduled and authorized by the Facilities Maintenance Manager five (5) working days in advance.
- 2.2.5. Contractor shall fully comply with all Federal, State, City and County laws and regulations governing labor, work hours, labor conditions and wage rates.
- 2.2.6. Contractor shall be responsible for instructing his/her employees on the safe operational procedures for each type of service being performed as not to create an unsafe hazard for employees and innocent bystanders, as well as, the wearing of the appropriate personal protective equipment..
- 2.2.7. Contractor’s equipment shall be free from defects or wear which may in any way constitute a potential hazard to any person or persons while performing any service on County property.
- 2.3. **SELECTION OF AREAS FOR SERVICE**– Full services are anticipated for the Boone County Courthouse and Boone County Government Center. Services for the Boone County Public Works South Facility may be limited to one or more types of services. The County reserves the right to select from any one type of service and/or area or any combination of services and areas that best suit the needs of the overall lawn care and maintenance program as specified by this bid and approved by the Facilities Maintenance Manager.
- 2.4. **FREQUENCY AND SQUARE FOOTAGE** - Estimates of frequency and square footage for each facility does not imply a guaranteed amount of work. The County reserves the right to determine the frequency and extent of the work and to use other methods it deems appropriate to accomplish the necessary work.
- 2.5. **LAWN CARE MAINTENANCE:** All turf area maintenance shall be provided on a scheduled basis and approved by the Facilities Maintenance Manager. All work is to be performed in a professional manner and during times of minimal customer flow. Weed control spraying operation shall not be completed during windy conditions or when conditions warrant postponement from spraying due to the possible blowing of weed control agents into and onto shrubs, plants and flower beds. Litter/debris shall be picked up each time prior to any lawn maintenance procedure and disposed of properly. Walkways are to be blown or swept clean.
- 2.5.1. **Fertilization and Weed Control** – Fertilizer that supplies all three major nutrients of nitrogen, phosphate, and potash shall be utilized and dispensed in accordance with manufacturer’s recommended application and dose rate for the specific turf type. Spread fertilizer and weed control

evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. Apply fertilizer and weed control to moist soil. The following five (5) application schedule for fertilization and weed control shall be completed: **Early Spring (March/April)** granular/liquid fertilizer/pre-emergent; **Late Spring (May)** granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Summer (June/July)** granular slow release fertilizer; **Early Fall (September)** granular/liquid fertilizer, and **Late Fall (October)** granular/liquid fertilizer. It shall be the bidder's responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the Facilities Maintenance Manager.

- 2.5.2. **Grub Control** - A granular grub control treatment shall be applied using a drop spreader or broadcast spreader at a minimum of once per year; Early Summer (June/July) with a second application left to the discretion of the Facilities Maintenance Manager. The grub control pesticide shall be dispensed in accordance with the manufacturer's recommended application and dose rate to effectively treat for grubs.
- 2.5.3. **Power Raking** – Power raking shall be accomplished in conjunction with the Early Spring (March/April) lawn fertilization to remove any heavy thatch and prevent turf disease. All excess materials shall be remove from the site and disposed of properly. **Note: This service shall only be accomplished where determined to be needed and at the discretion of the Facilities Maintenance Manager.**
- 2.5.4. **Aerating/Verti-Cutting/Overseeding** – Aerating and verti-cutting are the most important maintenance items to give the roots room to grow and spread. Both operations shall be accomplished consecutively and in conjunction with **only** the Early Fall lawn fertilizing application, **on or about September 1<sup>st</sup>**. The following procedures shall be utilized for a well established lawn: Step 1 - Core or plug aeration with penetration of the ground surface to be a minimum of 1 ½ inches. The plugs do not have to be removed; in fact, they are helpful to the lawn by helping to reduce the thatch layer, reducing compaction, and adding organic matter to the surface. Step 2 - Verti-cutting shall be accomplished in a minimum of two (2) passes at different angles as to create a cross pattern with a penetration depth minimum of 3/4 inches. **Note: Seed bed preparation shall be accomplished by hand raking in areas too steep for aeration and verti-cutting to safely operate.** Step 3 –Overseed with Kentucky Bluegrass seed at an approximate rate of 3 lbs. per 1000 sq. ft. and heavier where areas have become bare. **Note: Hydroseeding is not an acceptable method for overseeding.** Step 4 - Fertilize using the proper rate application and balance for the soil and turf conditions. Step 5 – Drag a sheet of chain link fence or similar material over the lawn to crumble up the cores and at the same time covering up the seed and holes.
- 2.5.5. **Agricultural Lime Treatment** – Liming is an important part of a turf management program. The optimum pH level for turf is in the 6.2-6.5 range. Limestone shall be applied in conjunction with the Late Fall (October) or Early Spring (March/April) lawn fertilization treatment utilizing a drop spreader or a spinner spreader. Limestone must be spread evenly over the entire area making sure of uniform coverage at an approximate application rate of 50 lbs./1000 sq. ft. to an established lawn because it does not move horizontally. One half of the lime should be applied in one direction and the remainder applied in a perpendicular (crisscross) pattern. Since too much lime can damage a lawn, a lime treatment **shall not** be applied to any lawn unless a soil test indicates that it is needed and only upon the approval of the Facilities Maintenance Manager. Normally, an application of lime should only be made once every three (3) years. It shall be the bidder's responsibility to determine the condition of the soil for each site and what type of lime treatment is needed to correct soil acidity, furnish important plant nutrients (calcium and magnesium), reduce the solubility and toxicity of certain elements in the soil (aluminum, manganese and iron), aid in regulating soil elements (zinc, copper and phosphorus) and induce a more favorable porous soil structure to increase air circulation and give the soil the ability to absorb and hold moisture.
- 2.6. **OPTIONAL: TREE AND SHRUB FERTILIZATION** - Fertilization of trees and shrubs shall be in accordance with manufacturer's recommended application for type of tree or shrub and dispensed according to the percentage of nitrogen in a particular fertilizer. Because nitrogen leaches through the soil, apply the necessary amount at two (2) intervals, one half in the Spring, on or about April 1<sup>st</sup>

and the other half in the Summer, on or about August 1<sup>st</sup>. **Note: This service may or may not be approved for maintenance and/or may be limited to one application in the Spring.**

- 2.7. **OPTIONAL: OTHER AREAS OF CONCERN** - The County is also asking for a bid price of approximately 14,103 sq. ft. of lawn that is adjacent to various County owned parking lots. **Note: These areas may or may not be approved for maintenance.**
- 2.8. **Damage to County Property:** Contractor shall be responsible for any damage to County property, such as, buildings, ground lighting, watering systems, trees or plantings which is directly caused by the contractor's crew during the time they are performing the scheduled service. **Note: The County Facilities Maintenance Staff will be responsible for flagging all lawn sprinkler heads, water valves, and other in-ground devices before the start of any aeration and verti-cutting operation.**
- 2.9. **Contractor Qualifications:** Contractor to be a fully authorized and licensed lawn care specialist and distributor of materials offered.
- 2.10. **Prevailing Wage:** This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.11. **EVALUATION** - Evaluation of bids will be based on prices quoted; bidder's qualifications and previous experience; and the amount of other work being currently performed by the bidder. The County reserves the right to award the bid in the best interest of the County.
- 2.12. **Contract Duration** – The contract shall be effective from the date of issuance through a one year period. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.12.1. **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 termination if it is deemed to be in the best interest of Boone County.
- 2.12.2. **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.
- 2.13. **References**
- 2.13.1. Bidder shall include a minimum list of three references, from similar contracts who could attest to product delivery and reliability. Exhibit A may be used for that purpose.
- 2.14. **Warranty** – Bidder shall warranty against material and workmanship defects for the life of the contract.
- 2.15. **Designee** – Boone County Public Works, Facilities Maintenance Division, Ken Roberts, Manager, 601 Walnut, Room 206, Columbia, MO 65201-4460.
- 2.16. **Bid Content Contact** – Melinda Bobbitt, CPPB, Director of Purchasing, Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201- Phone: (573) 886-4391 Fax: (573) 886-4390 Email: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)
- 2.17. **Contact for Contract Administration** - 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 Ken Roberts, Facilities Maintenance Manager @ 573-886-4401. In the event the contractor fails to resolve any conflict(s) which may exist, 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.
- 2.18. **DELIVERY OF SERVICES AND PRODUCTS** – Contractor shall furnish two (2) copies of the Invoice and One (1) copy of each Material Safety Data Sheet for chemicals being dispensed onto the lawns.
- 2.19. **Delivery Terms** – FOB Destination – Boone County Public Works, Facilities Maintenance Division, 601 E. Walnut, Room 209, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

2.20. **ADDITIONAL TERMS AND CONDITIONS:**

Bid evaluation will be based upon quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications or from references of past business.

2.21. **DEVIATIONS:**

It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should not that a descriptive product brochure of the materials being bid may not be acceptable as proper identification of deviations from the written specifications.

**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.
  - 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.





4.7.2. GOVERNMENT CENTER

Estimated Square Feet 6,826 sq. ft.

	<u>Application</u>	<u>Price Per Sq. Ft.</u>	<u>Extended Price Price Per Sq.Ft. X Estimated Sq. Ft.</u>
4.7.2.1.	<b>Fertilizing:</b>		
	Early Spring	\$ _____	\$ _____
4.7.2.2.	Late Spring	\$ _____	\$ _____
4.7.2.3.	Early Summer	\$ _____	\$ _____
4.7.2.4.	Early Fall	\$ _____	\$ _____
4.7.2.5.	Late Fall	\$ _____	\$ _____
4.7.2.6.	Grub Control	\$ _____	\$ _____
4.7.2.7.	Aerating	\$ _____	\$ _____
4.7.2.8.	Verti-Cutting (2-passes)	\$ _____	\$ _____
4.7.2.9.	Overseeding	\$ _____	\$ _____
4.7.2.10.	Agricultural Lime	\$ _____	\$ _____
4.7.2.11.	Power Raking	\$ _____	\$ _____
4.7.2.12.	SUBTOTAL (4.7.2.1. through 4.7.2.11.)		\$ _____

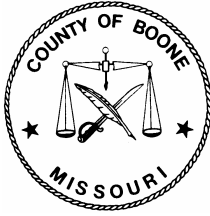
4.7.3. PUBLIC WORKS SOUTH FACILITY

Estimated Square Feet 2,700 sq. ft.

	<u>Application</u>	<u>Price Per Sq. Ft.</u>	<u>Extended Price Price Per Sq.Ft. X Estimated Sq. Ft.</u>
4.7.3.1.	<b>Fertilizing:</b>		
	Early Spring	\$ _____	\$ _____
4.7.3.2.	Late Spring	\$ _____	\$ _____
4.7.3.3.	Early Summer	\$ _____	\$ _____
4.7.3.4.	Early Fall	\$ _____	\$ _____
4.7.3.5.	Late Fall	\$ _____	\$ _____
4.7.3.6.	Grub Control	\$ _____	\$ _____
4.7.3.7.	Aerating	\$ _____	\$ _____
4.7.3.8.	Veti-Cutting (2-passes)	\$ _____	\$ _____
4.7.3.9.	Overseeding	\$ _____	\$ _____



- 4.12. Minimum discount for all services introduced after inception of the contract and all existing services not specified herein: \_\_\_\_\_%
- 4.13. Maximum percentage increase for all prices submitted for the two (2) subsequent renewal contract periods  
 2<sup>nd</sup> Year \_\_\_\_\_%      3<sup>rd</sup> Year \_\_\_\_\_%.
- 4.14. **The undersigned offers to furnish and deliver the articles or goods and services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.
- 4.14.1. Authorized Representative (Sign By Hand): \_\_\_\_\_ Date: \_\_\_\_\_
- 4.14.2. Authorized Representative (Name Printed): \_\_\_\_\_ Date: \_\_\_\_\_
- 4.15. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 \_\_\_\_\_ Yes                      \_\_\_\_\_ No



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

### *Standard Terms and Conditions*

Melinda Bobbitt, Director, Purchasing  
(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.
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.

**EXHIBIT A**

**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):**