



*Request for Bid (RFB)*

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

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Data**

Bid Number: **62-19NOV08**  
Commodity Title: **Fencing and Appurtenances Term and Supply**

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

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**Bid Submission Address and Deadline**

Day / Date: **WEDNESDAY – NOVEMBER 19, 2008**  
Time: **1:30 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> Street and Walnut Street. 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: **WEDNESDAY – NOVEMBER 19, 2008**  
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**
- Certification of Individual Bidder  
Affidavit  
Work Authorization Certification  
Standard Terms and Conditions**

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**1. Introduction and General Conditions of Bidding**


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- 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. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: [www.showmeboone.com](http://www.showmeboone.com)  
 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** - 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 award this bid on an item by item basis, or an "all or none" basis, whichever is 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 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 and installation of **Fencing and Appurtenances** as specified herein.
- 2.1.1. **Quantity** - All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2009 through December 31, 2009**. This contract is subject to renew annually for **three (3) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **MINIMUM MATERIAL SPECIFICATIONS AND TECHNICAL REQUIREMENTS**
- 2.6.1. **Scope of Work and General Materials** - Installation of the following:
- woven wire fencing with one strand of barbed wire complete in place,
  - woven wire fencing with two strands of barbed wire complete in place,
  - 4-strand barbed wire fencing,
  - 5-strand barbed wire fencing,
  - 48 inch Non-Climb Horse fencing, with optional kick board,
  - 60 inch Non-Climb Horse fencing, with optional kick board,
  - channel crossing fencing with provided approved plans from Boone County,
  - water crossing gates with provided approved plans from Boone County, and
  - entrance gates with provided approved plans from Boone County.
- 2.6.2. **Product Specifications**
- 2.6.2.1. **Woven Wire** - ASTM A392, top and bottom wire 10 gauge, filler wire 12.5 gauge at 6 inch spacing, wire height 47 inch with a weight of 286 pound per 20 rod roll.
- 2.6.2.2. **Barbed Wire** - 12.5 gauge 4 point barbs at 5 inch on center, ASTM A121 Class 1 zinc coating with a weight of 87.75 pounds per quarter mile.
- 2.6.2.3. **Non-Climb Horse Fence** - Top and bottom wire 10 gauge, filler wire 12.5 gauge at 2 inch x 4 inch mesh spacing, wire height 48 inches with a weight of 122 pounds per 100 foot roll. The 60 inch

- wire height shall have a weight of 151 pounds per 100 foot roll.
- 2.6.2.4. **Posts** - Southern yellow pine with pentachlorophenol treatment to 8.0 pounds per cubic foot retention. Boone County understands that the treated lumber will only be sold through the end of 2003. Boone County reserves the right to amend this contract to include other material as it becomes available. Posts must meet the following minimum requirements:
- a. Corner posts 7 inches in diameter at top x 8'-0",
  - b. Brace posts 6 inches diameter at top x 8'-0",
  - c. Line posts may be standard steel T-posts - 6'-0" or 4" diameter x 8'-0" wood. T-posts shall have a minimum of 12" in ground and wood posts must have a minimum of 30" in ground, and
  - d. Non-climb Horse fence shall have 4" diameter x 8'-0" wood line posts 14" O.C., with a minimum of 30" in ground.
- 2.6.2.5. **Bracing**
- a. 4-inch yellow pine with 9 gauge galvanized tie wires
  - b. 2-inch galvanized pipe or u-channel post
  - c. 1 1/2"-inch x 6-inch rough cut pine board, optional for non-climb horse fence.
- 2.6.2.6. **Concrete** - ASTM C94, commercial mix Portland cement concrete, 3,500 psi @ 28 days for post footings.
- 2.6.3. **Installation**
- 2.6.3.1. Wood corner, end, brace, gate and pull posts shall be set in concrete with a minimum diameter of 18 inches to a depth of 3.5 feet.
- 2.6.3.2. Posts shall be set plumb, true to line and grade.
- 2.6.3.3. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of the fence.
- 2.6.3.4. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at not greater than 660 foot intervals.
- 2.6.3.5. Woven wire, non-climb horse fence and barbed wire shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.6. The bottom of the fabric shall be not more than 3" above the ground at any point.
- 2.6.3.7. Excavation along the fence shall be performed to obtain 1" minimum clearance.
- 2.6.3.8. Optional kick board shall be nailed to wood posts evenly across the top.
- 2.6.3.9. 4-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.10. The bottom strand shall be 12" ± 2" above the ground at any point.
- 2.6.3.11. The distance between strands shall not vary more than ± 1".
- 2.6.3.12. 5-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.6.3.13. The bottom strand shall be 9 1/2" ± 2" above the ground at any point.
- 2.6.3.14. The distance between strands shall not vary more than ± 1".
- 2.6.4. **Product Substitution(s)/Deviations** – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's bid non-responsive and not capable of consideration for award.
- 2.7. **METHOD OF MEASUREMENT, PROCEDURES AND BASIS OF PAYMENT**
- 2.7.1. All fencing under this project shall be measured and paid for by the linear foot and hourly rates, as per the bid form.
- 2.7.2. All appurtenances under this project shall be paid for as specified in the bid form. There may be a specialized instance where the project may go beyond items specified in Section 4. Estimates will be required from Contractor before the project begins.
- 2.7.3. Contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.7.4. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The contractor must confirm receipt of each request.

- 2.8. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.9. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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 guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.1. **Compensation Insurance** - The 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, 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.

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 \$2,000,000.00 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.

- 2.9.2. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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.
- 2.9.3. **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 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. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.9.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with

contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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. **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. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Public Works Department at the following address: 5551 S Highway 63, Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate monthly statement. Invoices and monthly statement must only include the prices stated on the Response Form and shall be on a 'per project' basis.
- 2.13. **DESIGNEE** – Boone County Public Works, 5551 S Highway 63, Columbia, MO 65201.
- 2.14. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.15. **The Contractor** is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid. It is the intent of the County to award to multiple vendors. In the event the primary contractor cannot meet the requirements of the County within the timeframe specified, the project will be issued to the secondary contractor.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.



4. Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. Federal Tax ID: \_\_\_\_\_
- 4.6.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.7. **PRICING**

Description	Unit	Unit Price
4.7.1. Hourly Labor Rate	HR	\$ _____
4.7.2. 4-Strand Barbed Wire	LF	\$ _____
4.7.3. 5-Strand Barbed Wire	LF	\$ _____
4.7.4. Woven Wire w/ 1 Strand Barbed Wire	LF	\$ _____
4.7.5. Woven Wire w/ 2 Strand Barbed Wire	LF	\$ _____
4.7.6. 48" Non-Climb Horse Fence	LF	\$ _____
4.7.7. 60" Non-Climb Horse Fence	LF	\$ _____
4.7.8. Optional 1 1/2" X 6" Rough Cut Pine Kick Board	LF	\$ _____
4.7.9. 7" diam. X 8'-0" Wood Corner Brace	EA	\$ _____
4.7.10. 6" diam. X 8'-0" Wood Internal Brace	EA	\$ _____
4.7.11. 4" diam. X 8'-0" Wood Line Post	EA	\$ _____
4.7.12. Metal T-Post - 6'-0" Minimum	EA	\$ _____
4.7.13. 4" Yellow Pine Wood Brace with Galvanized Tie Wires	EA	\$ _____
4.7.14. 2" Galvanized Pipe Brace	EA	\$ _____
4.7.15. U-Channel Post Brace	EA	\$ _____
4.7.16. Gate Brace	EA	\$ _____
4.7.17. 4' Gate	EA	\$ _____

4.7.18.	8' Gate	EA	\$ _____
4.7.19.	10' Gate	EA	\$ _____
4.7.20.	12' Gate	EA	\$ _____
4.7.21.	14' Gate	EA	\$ _____
4.7.22.	16' Gate	EA	\$ _____
4.7.23.	18' Gate	EA	\$ _____
4.7.24.	Rock Excavation for Corner Posts	EA	\$ _____
4.7.25.	Rock Excavation for Line Posts	EA	\$ _____
4.7.26.	Concrete for Line Posts that Require Rock Excavation	EA	\$ _____
4.7.27.	<b>TOTAL</b>		\$ _____

4.8. Maximum Percentage Increase for Each Potential Renewal Period:

- 4.8.1. \_\_\_\_\_ % 1<sup>st</sup> Renewal Period  
 4.8.2. \_\_\_\_\_ % 2<sup>nd</sup> Renewal Period  
 4.8.3. \_\_\_\_\_ % 3<sup>rd</sup> Renewal Period

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

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

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
 \_\_\_\_\_ Yes                      \_\_\_\_\_ No

4.11. Provide the number of days notice must be provided prior to expected installation: \_\_\_\_\_  
 In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.

4.12. In the event the County has several projects going on simultaneously during the construction season, how many crews would be available to cover multiple projects: \_\_\_\_\_

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

4.13.1. Authorized Representative (Sign By Hand):  
 \_\_\_\_\_









**Standard Terms and Conditions**

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Tyson Boldan, Buyer**

Phone: (573) 886-4392 – 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 Bid 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 bid 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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



*"No Bid" Response Form*

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

Tyson Boldan, Buyer  
(573) 886-4392 – Fax: (573) 886-4390

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**"NO BID RESPONSE FORM"**

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

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

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

**Bid: 62-19NOV08 – Fencing and Appurtenances Term & Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_