

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

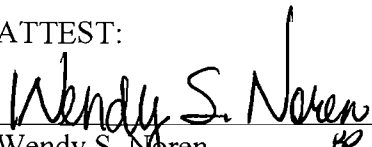
In the County Commission of said county, on the 28th day of March 20 06


the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 20-16MAR06 Heavy Truck & Large Equipment Tires Term & Supply to Cross-Midwest Tire. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 28th day of March, 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
HEAVY TRUCK & LARGE EQUIPMENT TIRES TERM AND SUPPLY**

THIS AGREEMENT dated the 28 day of March 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cross-Midwest Tire**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Heavy Truck and Large Equipment Tires Term and Supply**, County of Boone Request for Bid, bid number **20-16MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 13, 2006 and executed by Steve McCray, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on April 1, 2006 and extend through March 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.7 and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Service** - Contractor agrees to provide the services as outlined in the bid specifications.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CROSS-MIDWEST TIRE

by Steve Mcg

title Manager

address 5320 Hwy 763 N

Columbia Mo 65202

BOONE COUNTY, MISSOURI

by Boone County Commission

Keith Schnarre

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June E. Pitchford
Signature by eg

3/22/06
Date

2040/59105 Term/Supply

Appropriation Account

4. Response Form

4.1. Company Name: Cross-Midwest Tire
 4.2. Address: 5320 Hwy 763 N
 4.3. City/Zip: Columbia, Mo 65202
 4.4. Phone Number: 573-442-8259
 4.5. Fax Number: 573-442-2865
 4.6. Federal Tax ID: 48-1082035

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. PRICING

| Category 1 - Medium Truck Tires - Radial, Ply | | | | | |
|---|-----------------------------|------------|--------------------------|-------------|-----------------------|
| Item # | Size | Ply Rating | Type & Brand | Stock No. | Price (each) |
| 4.7.1.a. | 225/70 R19.5 Steering | 16PR | Michelin XZE | 81473 | \$ 212 ⁰⁰ |
| 4.7.1.b. | 225/70 R19.5 Drive | 16PR | Michelin XDE M/S | 70421 | \$ 212 ⁰⁰ |
| 4.7.1.c. | 225/70 R19.5 Drive Recap | 16PR | BANDAG BDR A/S | 283DRA | \$ 111 ⁰⁰ |
| 4.7.2.a. | 10.00-R22.5 Steering * | 14 PR | BF Goodrich ST230 | 62086 | \$ 225 ⁰⁰ |
| 4.7.2.b. | 10.00-R22.5 Drive * | 12 PR | BF Goodrich DR 424 | 57721 | \$ 218 ⁰⁰ |
| 4.7.2.c. | 10.00-R22.5 Drive Recap | 12PR | BANDAG BDR A/S | 387DRA | \$ 128 ⁰⁰ |
| 4.7.3.a. | 10.00-R20 Steering * | 16PR | General S360 | 05391040000 | \$ 228 ⁰⁰ |
| 4.7.3.b. | 10.00-R20 Drive * | 16PR | General D445 | 05391050000 | \$ 249 ⁰⁰ |
| 4.7.3.c. | 10.00-R20 Drive Recap | 16PR | BANDAG BDR A/S | 821DRA | \$ 136 ⁰⁰ |
| 4.7.4.a. | 11-R22.5 Steering * | 16PR | BF Goodrich ST526 | 60677 | \$ 220 ⁰⁰ |
| 4.7.4.b. | 11-R22.5 Drive * | 16PR | BF Goodrich DR 675 | 47237 | \$ 232 ⁰⁰ |
| 4.7.4.c. | 11-R22.5 Drive Recap | 16PR | BANDAG BDR A/S | 388DRA | \$ 136 ⁰⁰ |
| 4.7.5. | 315/80 R22.5 Steering * | 20PR | BF Goodrich ST230 | 55458 | \$ 305 ⁰⁰ |
| 4.7.6. | 255/70 R22.5 Steering | 16PR | BF Goodrich ST230 | 95971 | \$ 225 ⁰⁰ |
| 4.7.7. | TOTAL | | | | \$ 2837 ⁰⁰ |
| | | | * = On/Off Road Compound | | |

| Category 2 – Tire, Off-Road, Radial, Construction Equipment | | | | | | |
|--|--|---------------------------|------------------------------|----------------------|----------------------|-----------------------|
| Item # | Size | Ply Rating | Type & Brand | | Stock No. | Price (each) |
| 4.7.8. | 14.00-R24 | 16 | (New) Bridgestone VUT | | 293954 | \$ 685 ⁰⁰ |
| 4.7.9. | 14.00-R24 | 16 | (Recap XHA Tread) BANDAG ESL | | 456ESL | \$ 315 ⁰⁰ |
| 4.7.10. | 17.5-R25 | 12 | XHA Bstone VUT | | 422827 | \$ 990 ⁰⁰ |
| 4.7.11. | 15.5-R25 | 12 | XHA Bstone VUT | | 422606 | \$ 740 ⁰⁰ |
| 4.7.12. | 20.5-R25 | 12 | XHA Bstone VUT | | 420344 | \$ 1608 ⁰⁰ |
| 4.7.13. | TOTAL | | | | | \$ 4338 ⁰⁰ |
| Category 3 – Tire, Front and Rear Agriculture and Industrial | | | | | | |
| Item # | Size | Ply Rating | Tire Code | Type & Brand | Stock No. | Price (each) |
| 4.7.14. | 6.00-16 | 6 | F-2 | Fstone 3rib Frt Farm | 300810 | \$ 38 ⁰⁰ |
| 4.7.15. | 7.50-16 | 8 | F-2 | Fstone 3rib Frt Farm | 356182 | \$ 67 ⁰⁰ |
| 4.7.16. | 11L-16 | 10 | NHS | Fstone Ind Special | 314625 | \$ 94 ⁰⁰ |
| 4.7.17. | 14.9-R24 FWD | 6 | R-1 | Fstone SAT 11 23° | 365061 | \$ 234 ⁰⁰ |
| 4.7.18. | 19.5L-R24 | 10 | R-4 | Michelin XM27 | 69906 | \$ 633 ⁰⁰ |
| 4.7.19. | 18.4-R34 | Two Star (8- 10 PR) | R-1 | Fstone RAD AT 23 | 362392 | \$ 614 ⁰⁰ |
| 4.7.20. | 13.6-R28 FWD | 10PR | R-1 | Fstone RAD AT FWD | 362545 | \$ 444 ⁰⁰ |
| 4.7.21. | 12-16.5 | 12PR | NHS | Fstone Duraforce HD | 362131 | \$ 121 ⁰⁰ |
| 4.7.22. | 9.50-R16.5 | 8PR | F | Fstone Transforce HT | 189820 | \$ 104 ⁰⁰ |
| 4.7.23. | TOTAL | | | | | \$ 2349 ⁰⁰ |
| Item # | Category 4 – Additional Tire Related Services | | | | Price | |
| 4.7.24. | Tire Repair – In Shop (each) | | | | \$ 20 ⁰⁰ | |
| 4.7.25. | Alignment – Front End (each) | | | | \$ 125 ⁰⁰ | |
| 4.7.26. | Balancing of Tire (each) | | | | \$ 16 ⁰⁰ | |
| 4.7.27. | Alignment – Front and Rear (each) | | | | \$ 125 ⁰⁰ | |
| 4.7.28. | Service Call in County (per hour) | | | | \$ 55 ⁰⁰ | |
| 4.7.29. | Service Call in County (per mile) | | | | \$ N/C | |
| 4.7.30. | Flat Shop Rate (per hour) | | | | \$ 55 ⁰⁰ | |
| 4.7.31. | Mounting and Dismounting (Medium Truck Tires) | | | | \$ 18 ⁰⁰ | |
| 4.7.32. | Mounting and Dismounting Dry Tires (per cross section inch) | | | | \$ 2 ²⁵ | |
| 4.7.33. | Mounting and Dismounting Tires with Fluid (per cross section inch) | | | | \$ 3 ²⁵ | |
| 4.7.34. | Tire Disposal – Categories 1 & 2 (per tire) | | | | \$ 7 ⁰⁰ | |
| 4.7.35. | Tire Disposal – Category 3 (per tire) | | | | \$ 10 ⁰⁰ | |
| 4.7.36. | Valve Stems (each) | | | | \$ 2 ²⁵ | |

| | | | |
|---------|------------------------------|----|---------------|
| 4.7.37. | Tire Fee Per Senate Bill 225 | \$ | <u>.50</u> |
| 4.7.38. | TOTAL | \$ | <u>439.75</u> |

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: Current Govt Price %

Maximum Percentage Increase for each potential renewal period:

4.9. 5 % 1st Renewal Period

5 % 2nd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

OUR RETREAD PLANTS ARE ISO Certified
WE HAVE 24 Hour ROAD SERVICE 365 DAY A YEAR

YOU CAN LEARN MORE ABOUT OUR COMPANY AT CrossMidwest.com

4.12. 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.

4.12.1. Authorized Representative (Sign By Hand):

Steve McCray

4.12.2. Type or Print Signed Name:

Steve McCray

4.12.3. Today's Date: 3/13/06

4.13. 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

The logo for Bandag, featuring the word "bandag" in a stylized, lowercase font inside a dark oval shape.

Quality Management System

ISO 9001:2000 Certificate

Cross-Midwest Tire, Inc.
Kansas City, KS

**has been certified as having implemented
a Quality Management System
in accordance with ISO 9001:2000**

The scope of this Quality Management System governs:

The process of retreading and repairing used medium and light truck and bus tire casings to a functional tire. These manufacturing functions are performed at North American dealership locations listed on this certificate.

Bandag, Incorporated in Muscatine, IA, is a support site for the dealership network that is only responsible for the coordination and administration of the quality management system. Other activities at Muscatine, IA, are not included in the scope of this certification.

Further clarification regarding the scope of this certificate and the applicability of ISO 9001:2000 requirements may be obtained by consulting the certifying organization, TUV.

This certificate valid until: November 30, 2007

Certificate Registration #: 951 00-1089

Issued: January 3, 2006

Revised: February 15, 2005

A handwritten signature in black ink, appearing to read "Tim Chen".

Tim Chen, Vice President, Innovation, Bandag, Inc.



Whatever it takes...

2304 Business Loop 70 East - Columbia, Mo. 65201

Phone (573)442-8259 - Fax (573)442-2865

LIST OF REFERENCES

Boone County Public Works - Greg Eddington - (573) 449-6818

Missouri Dept of Transportation Columbia location - Lawrence Harmon - (573) 874-5674

Missouri Dept of Transportation Hallsville location - Randy Fenton - (573) 219-6618

Boone County Fire Protection Dist - Roy Francis - (573) 447-5000

City of Columbia Public Works - John Humpf - (573) 874-6294

City of Columbia Water & Light - Darrell Anderson (573) 874-6213



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

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **20-16MAR06**
Commodity Title: **Tires-Heavy Trucks and Large Equipment**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, MARCH 16, 2006**
Time: **10:30 A.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 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, MARCH 16, 2006**
Time: **10:30 A.M. C.S.T.**
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**

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. 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
 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. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 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 from April 1, 2006 through March 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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 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 **Tires and Tire Related Services for Medium and Heavy Trucks and Large Equipment**.
- 2.1.1. **Scope of Work** – The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with tires and tire related services for heavy trucks and large equipment.
- 2.1.2. **Estimated 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 April 1, 2006 through March 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first 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. **MINIMUM REQUIREMENTS – ALL TIRES SHALL BE GRADE NO. 1. NO BLEMISHED OR SECONDS WILL BE ACCEPTED (Note – Motor Grader 14.00-R24 retread tires shall be the only exception to this requirement)**. The County would prefer American made tires over foreign tires for the purpose of uniformity in size and quality.
 - 2.5.1. Contractor to stock, provide and/or install new tires as outlined by the County.
 - 2.5.2. Contractor to provide related services as needed (e.g. mounting, flat repair, computer balancing, alignment, etc.).
 - 2.5.3. Contractor to provide 24-hour roadside service on an "as needed basis". Contractor shall provide the name and telephone number of point of contact for 24-hour roadside service with the bid submission.
 - 2.5.4. No portions of the work shall be assigned to a subcontractor without the prior knowledge and written consent of the County.
 - 2.5.5. Contractor is responsible for repair and/or replacement of any damage (e.g. includes studs, nuts, etc.) done to the wheel or vehicle in the process of alignment of the vehicle and/or removing and replacing a tire. Contractor shall be required to correct any problem(s) associated with an alignment provided they are notified within five (5) days from the date the alignment was completed by said contractor. Contractor shall be required to commence work on County vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
 - 2.5.6. If a roadside service call is requested, the Contractor shall be required to arrive within thirty (30) minutes of call for flat repair within the city limits and one (1) hour for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Superintendent, Greg Edington, or his designated county representative at (573) 449-8515 ext. 226.
 - 2.5.7. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of the same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Fleet Operations Superintendent, Greg Edington, or his designated county representative at (573) 449-8515 ext. 226.
- 2.6. **CONTRACTOR QUALIFICATIONS** – Contractor must be a fully authorized and licensed distributor for the manufacturer's tires offered.

- 2.6.1. Contractor shall operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services within 20 miles of the Boone County Public Works Department.
- 2.6.2. Contractor must own, operate, and maintain a fleet of roadside service vehicles for delivery, service, flat repair, and mounting of all sized tires.

2.7. **SPECIAL CONDITIONS**

- 2.7.1. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H front tires** (All position tires are not acceptable); radial construction, flexible sidewalls, single steel carcass, heavy duty continuous rib tread pattern; tub type-16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.2. **10.00R x 20 and 11R-22.5 Radial Steel Load Range H rear tires** (All position tires are not acceptable); mud and snow tread; radial construction; flexible sidewalls; single steel carcass; aggressive block tread pattern; tube type – 16 ply; off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.3. **1400-R24 Motor Grader:** 14.00R – 24 G2 non-directional, aggressive tread pattern, steel belted radial, tubeless, (new and retreads).
- 2.7.4. **19.5L-R24 R-4 Backhoe Tractor:** 19.5L-24 R-4 aggressive tread pattern, steel belted radial, tubeless.
- 2.7.5. **18.4-R34 Mowing Tractor:** 18.4-R34 G2 non-directional, aggressive tread pattern, steel belted radial, tubeless.
- 2.8. **WARRANTY** – Manufacturer’s standard warranty shall apply.
- 2.9. **REFERENCES** – Bidder shall include a minimum list of three (3) references, from similar contacts only, who could attest to the quality of the proposed service and the firm’s knowledge, quality of work, timeliness, diligence, etc., including names, contact persons, and telephone number of references.

2.10. **INSURANCE REQUIREMENTS**

- 2.10.1. **BOONE COUNTY 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. 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.
- 2.10.2. **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 \$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.

- 2.10.3. **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.
- 2.10.4. 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.
- 2.10.5. **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.
- 2.10.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, 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. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.13. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.13.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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.
- 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.
- 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**

| Category 1 – Medium Truck Tires – Radial, Ply | | | | | |
|---|------------------------------------|------------|------------------------|-----------|--------------|
| Item # | Size | Ply Rating | Type & Brand | Stock No. | Price (each) |
| 4.7.1.a. | 225/70 R19.5 Steering | 16PR | _____ | _____ | \$ _____ |
| 4.7.1.b. | 225/70 R19.5 Drive | 16PR | _____ | _____ | \$ _____ |
| 4.7.1.c. | 225/70 R19.5 Drive Recap | 16PR | _____ | _____ | \$ _____ |
| 4.7.2.a. | 10.00-R22.5 Steering * | 14 PR | _____ | _____ | \$ _____ |
| 4.7.2.b. | 10.00-R22.5 Drive * | 12 PR | _____ | _____ | \$ _____ |
| 4.7.2.c. | 10.00-R22.5 Drive Recap | 12PR | _____ | _____ | \$ _____ |
| 4.7.3.a. | 10.00-R20 Steering * | 16PR | _____ | _____ | \$ _____ |
| 4.7.3.b. | 10.00-R20 Drive * | 16PR | _____ | _____ | \$ _____ |
| 4.7.3.c. | 10.00-R20 Drive Recap | 16PR | _____ | _____ | \$ _____ |
| 4.7.4.a. | 11-R22.5 Steering * | 16PR | _____ | _____ | \$ _____ |
| 4.7.4.b. | 11-R22.5 Drive * | 16PR | _____ | _____ | \$ _____ |
| 4.7.4.c. | 11-R22.5 Drive Recap | 16PR | _____ | _____ | \$ _____ |
| 4.7.5. | 315/80 R22.5 Steering * | 20PR | _____ | _____ | \$ _____ |
| 4.7.6. | 255/70 R22.5 Steering | 16PR | _____ | _____ | \$ _____ |
| 4.7.7. | TOTAL | | | | \$ _____ |
| | | | *=On/Off Road Compound | | |

| Category 2 – Tire, Off-Road, Radial, Construction Equipment | | | | | | |
|--|-------------|-------------------|-------------------------|--|------------------|---------------------|
| Item # | Size | Ply Rating | Type & Brand | | Stock No. | Price (each) |
| 4.7.8. | 14.00-R24 | 16 | (New) | | | \$ |
| 4.7.9. | 14.00-R24 | 16 | (Recap XHA Tread) | | | \$ |
| 4.7.10. | 17.5-R25 | 12 | XHA | | | \$ |
| 4.7.11. | 15.5-R25 | 12 | XHA | | | \$ |
| 4.7.12. | 20.5-R25 | 12 | XHA | | | \$ |
| 4.7.13. | TOTAL | | | | | \$ |

| Category 3 – Tire, Front and Rear Agriculture and Industrial | | | | | | |
|---|-----------------|---------------------------|------------------|-------------------------|------------------|---------------------|
| Item # | Size | Ply Rating | Tire Code | Type & Brand | Stock No. | Price (each) |
| 4.7.14. | 6.00-16 | 6 | F-2 | | | \$ |
| 4.7.15. | 7.50-16 | 8 | F-2 | | | \$ |
| 4.7.16. | 11L-16 | 10 | NHS | | | \$ |
| 4.7.17. | 14.9-R24 FWD | 6 | R-1 | | | \$ |
| 4.7.18. | 19.5L-R24 | 10 | R-4 | | | \$ |
| 4.7.19. | 18.4-R34 | Two Star (8- 10 PR) | R-1 | | | \$ |
| 4.7.20. | 13.6-R28 FWD | 10PR | R-1 | | | \$ |
| 4.7.21. | 12-16.5 | 12PR | NHS | | | \$ |
| 4.7.22. | 9.50-R16.5 | 8PR | F | | | \$ |
| 4.7.23. | TOTAL | | | | | \$ |

| Item # | Category 4 – Additional Tire Related Services | Price |
|---------------|--|--------------|
| 4.7.24. | Tire Repair – In Shop (each) | \$ |
| 4.7.25. | Alignment – Front End (each) | \$ |
| 4.7.26. | Balancing of Tire (each) | \$ |
| 4.7.27. | Alignment – Front and Rear (each) | \$ |
| 4.7.28. | Service Call in County (per hour) | \$ |
| 4.7.29. | Service Call in County (per mile) | \$ |
| 4.7.30. | Flat Shop Rate (per hour) | \$ |
| 4.7.31. | Mounting and Dismounting (Medium Truck Tires) | \$ |
| 4.7.32. | Mounting and Dismounting Dry Tires (per cross section inch) | \$ |
| 4.7.33. | Mounting and Dismounting Tires with Fluid (per cross section inch) | \$ |
| 4.7.34. | Tire Disposal – Categories 1 & 2 (per tire) | \$ |
| 4.7.35. | Tire Disposal – Category 3 (per tire) | \$ |
| 4.7.36. | Valve Stems (each) | \$ |

| | | | |
|---------|------------------------------|----|-------|
| 4.7.37. | Tire Fee Per Senate Bill 225 | \$ | _____ |
| 4.7.38. | TOTAL | \$ | _____ |

4.8. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____%

Maximum Percentage Increase for each potential renewal period:

4.9. _____% 1st Renewal Period

_____% 2nd Renewal Period

4.10. Attach the required references as per section 2.9.

4.11. Please list below or attach information on any additional services and warranties offered by your company.

4.12. **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.**

4.12.1. Authorized Representative (Sign By Hand):

4.12.2. Type or Print Signed Name:

4.12.3. Today's Date: _____

4.13. 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



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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.



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

“No Bid” Response Form

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 20-16MAR06 Tires-Heavy Trucks and Large Equipment

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2006

County of Boone

In the County Commission of said county, on the

28th

day of March

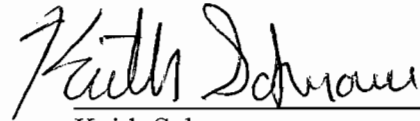
20 06

the following, among other proceedings, were had, viz:

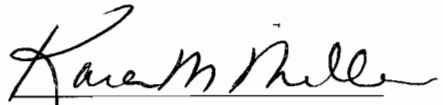
Now on this day the County Commission of the County of Boone does hereby approve the request by Dale and Pam Wehmeyer for a Bed and Breakfast facility on 240 acres located at 9161 W. Wehmeyer Rd. Rocheport, Mo. subject to the following conditions:

- That the approval is limited to one bed and breakfast structure and does not allow multiple bed & breakfast facilities to be constructed or operated on the 240 acre property to which the CUP will apply.
- That it is recognized that any signage must comply with the sign ordinance.
- Comply with all site requirements of the Boone County Fire Protection District.
- Comply with all requirements of the building code.

Done this 28th day of March, 2006.



Keith Schnarre
Presiding Commissioner

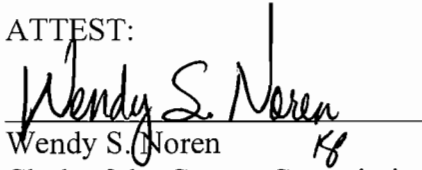


Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

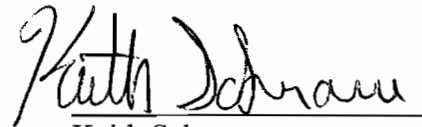
In the County Commission of said county, on the 28th day of March 20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by LuAnne Gaines for a day care facility located at 62 E Hackberry Blvd Columbia, Mo. with following conditions:

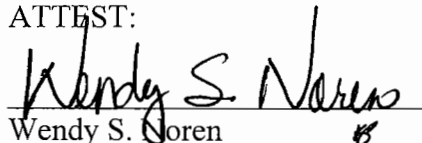
1. That it is recognized that the request is limited to the additional 7 requested.
2. That all drive, loading, and parking spaces be dust free to a minimum of chip & seal.
3. That it is recognized that any signage must comply with the sign ordinance.
4. Comply with all site requirements of the Boone County Fire Protection District.
5. Comply with all requirements of the building code.

Done this 28th day of March, 2006.

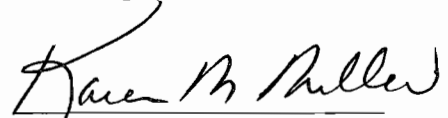


Keith Schnarre
Presiding Commissioner

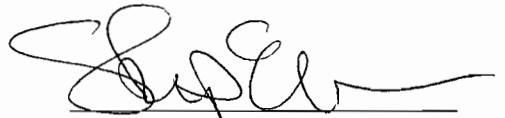
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 28th day of March 20 06

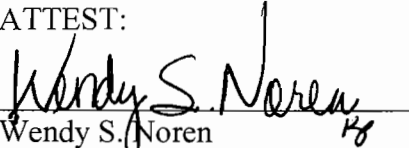
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept the following plats and authorize the Presiding Commissioner to sign said plats:

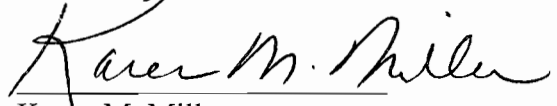
- Bar Elle. S22-T46N-R12W. A-2. Linda Stone and Laura Elsbury, owners. C. Stephen Heying, surveyor.
- Wildwood Lake Estates. S3-T50N-R13W. A-2. Frank and Pok Nok Davis, owners. Timothy J. Reed, surveyor.
- Olivet Christian Church. S23-T48N-R12W. A-2P. Michael and Rita Morrison and Olivet Christian Church, owners. Jay Gebhardt, surveyor.
- Weil. S5-T50N-R13W. A-2. Kimberly Woods, Michael Weil, Michael and Melissa Barnhart, owners. Steven R. Proctor, owner.

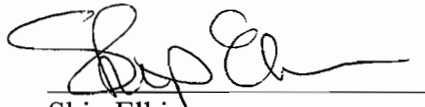
Done this 28th day of March, 2006.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

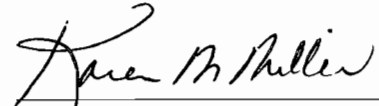
In the County Commission of said county, on the 28th day of March 20 06

the following, among other proceedings, were had, viz:

Now on this the County Commission does approve the Final Development Plan for the Olivet Christian Church development on a total of 16.80 acres located in Section 23, Township 48 North, Range 12 West. By this approval the zoning for the development changes from A-1 (Agriculture) to A-2P (Planned Agriculture 2).

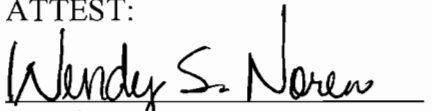
Done this 28th day of March, 2006.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission