

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term

Term. 20 06

In the County Commission of said county, on the

26th

day of December

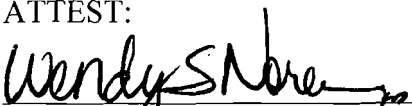
20 06


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

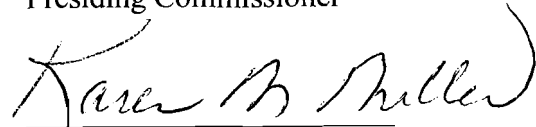
Now on this day the County Commission of the County of Boone does hereby award bid 84-28NOV06 Vehicle Preventative Maintenance Term and Supply to MFA Petroleum Company. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 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
VEHICLE PREVENTATIVE MAINTENANCE TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MFA Petroleum Company**, 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 **Vehicle Preventative Maintenance Term and Supply**, County of Boone Request for Bid, bid number **84-28NOV06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 15, 2006 and executed by Correy Evrard, 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, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2007 and extend through December 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 4.7.1. through 4.7.3., 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 Time - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's 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:

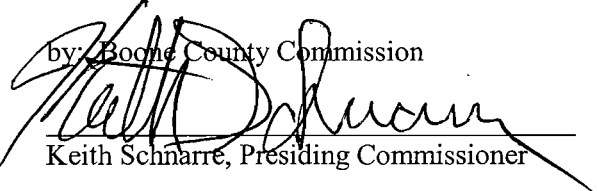
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

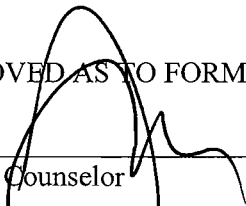
MFA PETROLEUM COMPANY

by Edward J. Harper
 title Director of FL Operations
 address One Ray Young Drive
Columbia MO 65203

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:



 County Counselor

ATTEST:



 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.)

1251 & 1255-59100 Term/Supply

No Encumbrance Required 12/18/06
 Signature _____ Date _____ Appropriation Account _____

4. Response Form

- 4.1. Company Name: MFA Oil / Jiffy Lube
- 4.2. Address: One Ray Young Drive.
- 4.3. City/Zip: Columbia 65201
- 4.4. Phone Number: 573-442-0171
- 4.5. Fax Number: 573-876-0321
- 4.6. Federal Tax ID: 43-0718638

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

4.7. PRICING

| | DESCRIPTION | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period |
|--------|---|---------------------------|--------------------------------|--------------------------------|
| 4.7.1. | Maintenance Cost Per Vehicle Per Visit using Oil Weight 5W30 | \$ <u>20⁹⁵</u> | \$ <u>21⁹⁵</u> | \$ <u>22⁹⁵</u> |
| 4.7.2. | Maintenance Cost Per Vehicle Per Visit using Oil Weight 10W30 | \$ <u>20⁹⁵</u> | \$ <u>21⁹⁵</u> | \$ <u>22⁹⁵</u> |
| 4.7.3. | Maintenance Cost Per Vehicle Per Visit using Oil Weight 5W20 | \$ <u>20⁹⁵</u> | \$ <u>21⁹⁵</u> | \$ <u>22⁹⁵</u> |

4.8. MISCELLANEOUS INFORMATION

- 4.8.1. List the address/addresses of all locations where service will be provided:
3715 Sandman Ln., 110 B E. Nifong, 18 N. Providence, 2107 W. Worley,
3101 Paris Rd.

- 4.8.2. Are Appointments necessary? No
- 4.8.3. If YES, how far in advance must an appointment be scheduled? NA
- 4.8.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? 0-10 min
- 4.8.5. What is the average amount of time to perform all service functions required? 5-10 min
- 4.8.6. Does your firm provide this type of service to other large customers on a term and supply type contract? No

4.8.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

4.8.8. What are your business hours? 7:30-6:00 Mon.-Fri.; 7:30-5:00 Sat., 10:00-5:00 Sun. (Sandman & Worley)

4.8.9. Are there circumstances that may cause your business to close early? Yes

4.8.10. If yes, please provide a detailed description of the circumstances for which your business would close.

Christmas Eve if business is really slow.
It would be rare, but if we had an extremely bad snow or ice storm we may close a couple hrs. early if it was a safety issue for employees getting home.

4.8.11. Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract.

4.8.12. 5W30 Oil - MFA Oil

4.8.13. 10W30 Oil - MFA Oil

4.8.14. 5W20 Oil - MFA Oil

4.8.15. Transmission Fluid - Dexron III or Multi-Fluid (MFA or Installer Gape x-4)

4.8.16. Differential Fluid - 80w90, 75w90, 75w140 (MFA or Pennzoil)

4.8.17. Power Steering Fluid - Universal

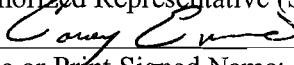
4.8.18. Master Cylinder Fluid - NA

4.8.19. Cooling System Fluid - MFA or Prestone

4.8.20. Battery Fluid - Battery Water

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.**

4.9.1. Authorized Representative (Sign By Hand):



4.9.2. Type or Print Signed Name:

Correy Errard

4.9.3. Today's Date: 11-15-06

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?

X Yes _____ No



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **84-28NOV06**
Commodity Title: **Vehicle Preventative Maintenance Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 28, 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: **TUESDAY, NOVEMBER 28, 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.
- 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 January 1, 2007 through December 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 the furnishing of **Vehicle Preventative Maintenance** as specified herein.
 - 2.1.1. **Quantity** – The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase vehicle preventative maintenance services from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. 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 prices noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.2. If renewal prices 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 quantities or total prices.
 - 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6. **MINIMUM CONTRACT REQUIREMENTS** - The contractor shall perform all services listed below on an as needed, if needed basis. Costs for said services must include all parts, materials, tools, supplies, and labor.
 - 2.6.1. Change engine oil per manufacturer's suggested type and weight of oil. Typical weights used are 5W30, 10W30, or 5W20.
 - 2.6.2. Change engine oil filter.
 - 2.6.3. Check condition of tires and inflation pressure. Correct any inflation deficiencies.
 - 2.6.4. Check fluid levels for transmission, differential, steering gear or power steering pump, master cylinder, battery and cooling system. Correct any deficiencies.
 - 2.6.5. Complete the attached service report (See Attachment 1).
 - 2.6.6. The contractor will be required to provide the products responded to in this bid and identified on the Response Form. The contractor must obtain prior approval from a Sheriff's Department authorized representative before using substitute products.
 - 2.6.7. Completion of the work described above shall be **fifteen minutes or less**. Time will begin when the vehicle arrives at the service provider's place of business.
- 2.7. **FLEET INFORMATION** – The Boone County Sheriff's Department has a fleet of vehicles that require preventative maintenance to be performed every 3,000 miles. These vehicles will average approximately 2,000 miles per month. The County reserves the right to add or delete to this list at any time. This list is only provided so bidders have an estimate of the number of vehicles to be serviced and the potential frequency.

Qty 47 Crown Victoria Ford '02-'07
Qty 4 Vans '94, '96, '01, '05
Qty 1 Bus '94
Qty 1 BAT Van Ford '94
Qty 3 Ford Explorers '02-'04

Qty 1 Chev Lumina '01
Qty 7 Chev Impalas '02-'03
Qty 1 Mercury Sable 98
Qty 1 Truck Chevrolet 1500 '04
Qty 3 Ford Taurus '06-'07

- 2.8. **EVALUATION** - Evaluation of this bid will be based upon the ability of the vendor to perform these services in a timely fashion, the number of service locations available and the cost for said services.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment shall be made within 30 days of receipt of a complete **MONTHLY** statement. Invoices shall be used as back-up documentation only. The Sheriff's Department shall not process payments from individual invoices.
- 2.10. **DESIGNEE** – Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.11. **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.

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

| DESCRIPTION | Original Contract Period | 1 st Renewal Period | 2 nd Renewal Period |
|--|--------------------------|--------------------------------|--------------------------------|
| 4.7.1. Maintenance Cost Per Vehicle Per Visit using Oil Weight 5W30 | \$ _____ | \$ _____ | \$ _____ |
| 4.7.2. Maintenance Cost Per Vehicle Per Visit using Oil Weight 10W30 | \$ _____ | \$ _____ | \$ _____ |
| 4.7.3. Maintenance Cost Per Vehicle Per Visit using Oil Weight 5W20 | \$ _____ | \$ _____ | \$ _____ |

4.8. MISCELLANEOUS INFORMATION

4.8.1. List the address/addresses of all locations where service will be provided:

4.8.2. Are Appointments necessary? _____

4.8.3. If YES, how far in advance must an appointment be scheduled? _____

4.8.4. If NO, what is the average wait from time of delivery to the beginning of actual servicing? _____

4.8.5. What is the average amount of time to perform all service functions required? _____

4.8.6. Does your firm provide this type of service to other large customers on a term and supply type contract? _____

4.8.7. If YES, please provide the company name, address, telephone number and the name of the company representative who is familiar with the contract and the services you provide.

4.8.8. What are your business hours? _____

4.8.9. Are there circumstances that may cause your business to close early? _____

4.8.10. If yes, please provide a detailed description of the circumstances for which your business would close.

4.8.11. Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by the department. Please list the products your firm will use under this contract.

4.8.12. 5W30 Oil - _____

4.8.13. 10W30 Oil - _____

4.8.14. 5W20 Oil - _____

4.8.15. Transmission Fluid - _____

4.8.16. Differential Fluid - _____

4.8.17. Power Steering Fluid - _____

4.8.18. Master Cylinder Fluid - _____

4.8.19. Cooling System Fluid - _____

4.8.20. Battery Fluid - _____

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.**

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name: _____

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

ATTACHMENT 1

**BOONE COUNTY SHERIFF'S DEPARTMENT
VEHICLE SERVICE RECORD**

VIN: _____ Odometer Reading: _____

DATE: _____ ARRIVAL TIME: _____

SERVICE BEGINNING TIME: _____ SERVICE ENDING TIME: _____

SHOP LOCATION: _____

Car Washed Yes/No _____

Oil and Oil Filter Changed: _____

| | | | | |
|--------------------|-----|------------|------------|------------|
| Condition of Tires | RF: | _____ Good | _____ Fair | _____ Poor |
| | LF: | _____ Good | _____ Fair | _____ Poor |
| | RR: | _____ Good | _____ Fair | _____ Poor |
| | RF: | _____ Good | _____ Fair | _____ Poor |

Notation of Fluids Checked:

| | | | |
|-------|------------|------------|------------|
| _____ | _____ Good | _____ Fair | _____ Poor |
| _____ | _____ Good | _____ Fair | _____ Poor |
| _____ | _____ Good | _____ Fair | _____ Poor |
| _____ | _____ Good | _____ Fair | _____ Poor |
| _____ | _____ Good | _____ Fair | _____ Poor |

Other Observations or Deficiencies Noted:

Mechanic (Signature)

Officer (Signature)



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: 84-28NOV06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

26th

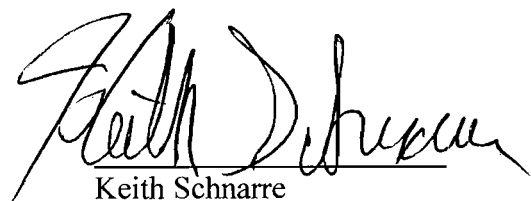
day of December

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 77-07DEC06 Emergency Electrical Services Term and Supply to Coastal Electric, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2006.

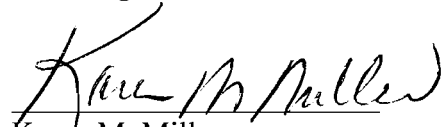


Keith Schnarre
Presiding Commissioner

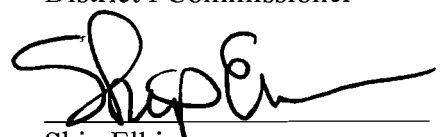
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
EMERGENCY ELECTRICAL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Electric, Inc.**, 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 **Emergency Electrical Services Term and Supply**, County of Boone Request for Bid, bid number **77-07DEC06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated December 6, 2006 and executed by Nancy Palmer, 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, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on January 1, 2007 and extend through December 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 4.7.1., 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 Time** - Contractor agrees to provide the services as responded to by the Contractor and as requested by the County.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance 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:

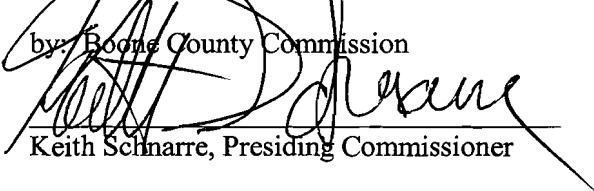
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.

COASTAL ELECTRIC, INC.

by Nancy Palmer
 title President
 address PO Box 7629
Columbia, Mo 65205

BOONE COUNTY, MISSOURI

by Boone County Commission

 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


 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.)

6100-60100 Term/Supply

No encumbrance required 12/18/06
 Signature by cg Date Appropriation Account

4. Response Form

- 4.1. Company Name:
Coastal Electric, Inc.
- 4.2. Address:
3660 Scott Blvd.
- 4.3. City/Zip:
Columbia, MO 65203
- 4.4. Phone Number:
(573) 875-2200
- 4.5. Fax Number:
(573) 446-8059
- 4.6. Federal Tax ID:
43-1709846
- 4.6.1. () Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.7. Emergency Electrical Services: We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

| 4.7.1. | ITEM | DESCRIPTION | UNIT PRICE |
|--------|------|--|--------------|
| | 1. | Material/Parts (Total Cost plus %) \$0-\$749 | 18 % |
| | 2. | Material/Parts (Total Cost plus %) \$750-\$4,499 | 17 % |
| | 3. | Material/Parts (Total Cost plus %) \$4,500 and up | 16 % |
| | 4. | Rental Equipment (Cost plus %) | 10 % |
| | 5. | Electrical Services (Straight Time) | 60.00 /hour |
| | 6. | Rate per hour for each additional worker (Straight Time) | 57.00 /hour |
| | 7. | Electrical Services (Nights and Weekends) | 90.00 /hour |
| | 8. | Rate per hour for each additional worker (Nights and Weekends) | 85.50 /hour |
| | 9. | Electrical Services (Holidays) | 120.00 /hour |
| | 10. | Rate per hour for each additional worker (Holidays) | 114.00 /hour |

4.8. Emergency Twenty-Four Hour Service Contact:

Name: Dennis Palmer

4.8.1. Telephone Number: (573) 864-8454

4.9. Call Response Time: within one hours after notification by County.

Holidays: Contractor shall list the holidays observed by their company: New Year's Day, Memorial Day, Independence Day,

4.10. Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. Five % 2nd Year

4.11.2. Five % 3rd Year

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.

Authorized Representative (Sign By Hand):

4.12.1. Nancy L. Palmer

Type or Print Signed Name:

4.12.2. 

4.12.3. Today's Date: 12/6/06

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



EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Columbia School District
Address: 6006 W. Van Horn Tavern Rd.
Columbia, MO 65203
Contact Name: Greg Cooper/Chester Edwards
Telephone Number: (573) 886-2125

Date of Contract: We are currently under contract with CPS and
Length of Contract: have been under contract with them for approx.
7 years.

Description of Prior Services (include dates):

Any and all electrical contracting work including service distribution, lighting, electrical hook-ups, etc.

2. Prior Services Performed for:

Company Name: MFA Oil
Address: 201 Ray Young Drive
Columbia, MO 65201
Contact Name: Ken McClure
Telephone Number: (573) 819-3921

Date of Contract: Coastal Electric does not have a contract in place,
Length of Contract: however, we have been providing service work for
MFA for approx. 8 years at all Break Times, Big O's

Description of Prior Services (include dates): and Jiffy Lube/Carwashes

Same service as indicated for CPS listed above along with a great deal of troubleshooting many different electrical

3. Prior Services Performed for: situations--hook up of many different pieces of equipment.

Company Name: Century Tel
Address: 625 Cherry
Columbia, MO 65203
Contact Name: Scott March
Telephone Number: (573) 886-3328

Date of Contract: Coastal Electric does not have a contract in place,
Length of Contract: however, we have been providing service work for
Century Tel for approximate 3-4 years

Description of Prior Services (include dates):

Power distribution, electrical hook-up, relocating of equipment and various other components of electrical work.



City of Columbia, MO.
BUSINESS LICENSE

Beginning 1st day of July a penalty of 15% of the annual fee will be charged each month or partial month the license remains unpaid.

07 00000792 ← LICENSE NO.

CONTROL NO.
 646

POST IN A CONSPICUOUS PLACE

The Licensee named herein having paid to the City of Columbia the Required Fee, license is hereby granted said Licensee to transact the business herein set forth, for the period stated, in conformity with the provisions of Ordinances of this city.

| | | |
|---------------------------------|---------------|---------------------|
| CLASS OF BUSINESS | | THRU 6/30/07 |
| TRADE CONTRACTOR - OUTSIDE CITY | | |
| BUSINESS LOCATION | DATE OF ISSUE | \$ [REDACTED] TOTAL |
| 9999 ADDRESS OL | 9/11/06 | |

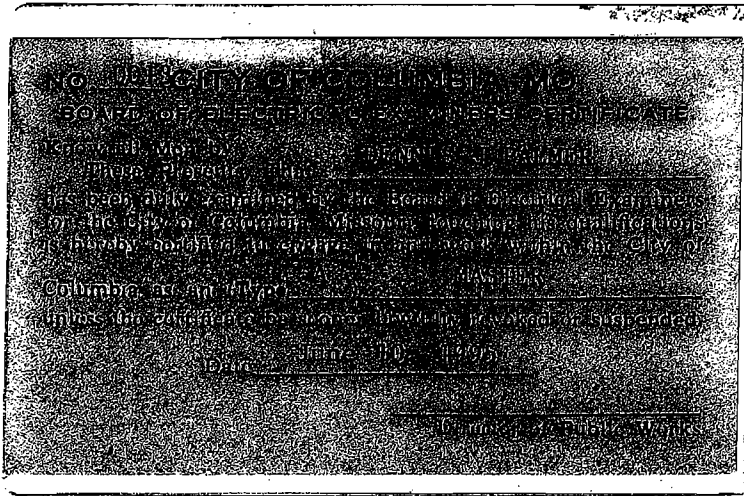
COASTAL ELECTRIC, INC

COASTAL ELECTRIC, INC
 P O BOX 7629
 COLUMBIA MO 65205

MANAGER

PHONE NUMBER

Janice W. Finley
 LICENSE OFFICIAL





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: **77-07DEC06**
Commodity Title: **Emergency Electrical Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, DECEMBER 7, 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, DECEMBER 7, 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**
Exhibit A **Prior Experience**
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.
- 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 January 1, 2007 through December 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 the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Emergency Electrical Services** to various properties of Boone County, Missouri.
- 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices 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 quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - All services will be provided at various County owned and maintained buildings throughout Boone County.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. This contract shall be for emergency electrical repair services as requested by the Facilities Maintenance Department to meet the needs of various departments within Boone County on an "as required" basis.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the bid prices for this invitation for bid. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the prices of the resultant agreement.
- 2.7.2.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$11,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

- 2.7.5. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.7.6. **Contractor Qualifications and Experience:** The Contractor to whom an Electrical Repair Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.7.6.1. The Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.
- 2.7.6.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.3. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.6.4. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.7.6.5. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.7.7. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County on a “time and material” basis must include the following information with all invoices:
1. Name of the County location where work was performed.
 2. Date(s) work performed.
 3. Itemized list of material, if any.
 4. Itemized cost of material, if any.
 5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

- 2.7.7.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**

- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7 a.m. to 5 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.

- 2.8.5. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.8.8. **Final Inspection and Approval:** The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.
After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manger. Final project approval is contingent upon the Facilities Maintenance Manager's final inspection and written approval.
- 2.8.9. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.10. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.8.11. **Materials:** All materials provided by Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.
- 2.8.12. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 2.8.12.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.13. **Labor Rates:** Portal-to-Portal mobilization is allowed, not to exceed one hour total. Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable. The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people before the work is started.
- 2.8.13.1. Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, and be exclusive of

taxes.

- 2.8.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.8.16. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.9. **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.
- 2.9.1. **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 \$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.

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 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.
- 2.9.3. 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.
- 2.9.4. **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.

- 2.9.5. **Insurance Certifications:** 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 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. **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. **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. **SPECIAL CONDITIONS AND REQUIREMENTS**
 - 2.12.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.
 - 2.12.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, 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.
 - 2.12.3. **Designee** - Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460
 - 2.12.4. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
 - 2.12.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2007, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.
- No material/part cost plus % increase will be allowed.**

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.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

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. Emergency Electrical Services: We propose to furnish the emergency electrical service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

| 4.7.1. | ITEM | DESCRIPTION | UNIT PRICE |
|--------|------|--|-------------|
| | 1. | Material/Parts (Total Cost plus %) \$0-\$749 | _____ % |
| | 2. | Material/Parts (Total Cost plus %) \$750-\$4,499 | _____ % |
| | 3. | Material/Parts (Total Cost plus %) \$4,500 and up | _____ % |
| | 4. | Rental Equipment (Cost plus %) | _____ % |
| | 5. | Electrical Services (Straight Time) | _____ /hour |
| | 6. | Rate per hour for each additional worker (Straight Time) | _____ /hour |
| | 7. | Electrical Services (Nights and Weekends) | _____ /hour |
| | 8. | Rate per hour for each additional worker (Nights and Weekends) | _____ /hour |
| | 9. | Electrical Services (Holidays) | _____ /hour |
| | 10. | Rate per hour for each additional worker (Holidays) | _____ /hour |

4.8. Emergency Twenty-Four Hour Service Contact:

Name: _____

4.8.1. Telephone Number: _____

4.9. Call Response Time: within _____ hours after notification by County.

Holidays: Contractor shall list the holidays observed by their company: _____

4.10.

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

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.

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

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

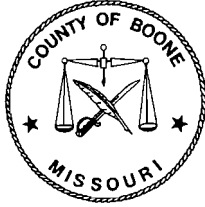


EXHIBIT A

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):



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: 77-07DEC06 Emergency Electrical Services Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

26th

day of December

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 75-28NOV06 Three Season High Visibility Jackets to the following vendors:

Paving Maintenance Supply, Inc.
Networks D/B/A Tuff Rhino

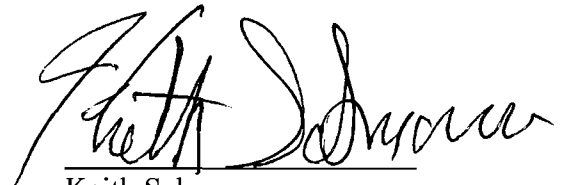
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2006.

ATTEST:



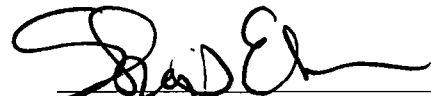
Wendy S. Noren
Clerk of the County Commission



Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

PURCHASE AGREEMENT FOR THREE SEASON HIGH VISIBILITY JACKETS

THIS AGREEMENT dated the 26 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Net-works D/B/A Tuff Rhino**, 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 **Three Season High Visibility Jackets**, County of Boone Request for Proposal for Three Season High Visibility Jackets/Parkas, proposal number **75-28NOV06** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Attachment A, and the Contractor's proposal response dated November 13, 2006, executed by Lori Liszner, Manager, 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, and Attachment A shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Occunomix Three Season High Visibility Jackets as outlined below in conformity with the proposal specifications and as set forth in the Contractor's proposal response.

- | | |
|-----------------------------------|------------|
| • Size: X-Large-15 @ \$71.95 each | \$1,079.25 |
| • Size: 2X-Large-6 @ \$77.04 each | \$462.24 |
| • For a total cost of: | \$1,541.49 |

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; 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.

4. **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.

5. **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.

6. **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.

NET-WORKS D/B/A TUFF RHINO

By: *Keri Dwyer*

Title: *manager*

APPROVED AS TO FORM:
[Signature]
County Counselor

BOONE COUNTY, MISSOURI

By: Boone County Commission
[Signature]
Keith Schmarre, Presiding Commissioner

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.)

2040/23050 – \$1,541.49

| | | |
|-------------------------------|------------------------|-----------------------|
| <u><i>June E. Pitzler</i></u> | <u><i>12/20/06</i></u> | |
| Signature | Date | Appropriation Account |



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Net-works - DBA Tuff Rhino
 Address: 1209 Wall Street West, 1st Floor
Lyndhurst, NJ 07071
 Telephone: 201-459-6254 Fax: 201-438-4555
 Federal Tax ID (or Social Security #): 20-1408646
 Print Name: Lori Liszner Title: manager
 Signature: Lori Liszner Date: 11/13/06
 E-Mail Address: lori@raspberryred.com

| Item # | Description | Firm, Fixed Price |
|--------|--------------------------------|-------------------|
| 5.1 | Jacket-Medium | \$ <u>71.95</u> |
| 5.2 | Jacket-Large | \$ <u>71.95</u> |
| 5.3 | Jacket-X-Large | \$ <u>71.95</u> |
| 5.4 | Jacket-2X-Large | \$ <u>77.04</u> |
| 5.5 | Jacket-3X-Large | \$ <u>81.58</u> |
| 5.6 | Jacket-4X-Large | \$ <u>86.40</u> |
| 5.7 | Jacket-5X-Large | \$ <u>96.03</u> |
| 5.8 | Jacket-6X-Large (if available) | \$ <u>143.91</u> |
| 5.9 | Parka-Medium | \$ _____ |
| 5.10 | Parka-Large | \$ _____ |
| 5.11 | Parka-X-Large | \$ _____ |
| 5.12 | Parka-2X-Large | \$ _____ |

| | | |
|------|-------------------------------|----------|
| 5.13 | Parka-3X-Large | \$ _____ |
| 5.14 | Parka-4X-Large | \$ _____ |
| 5.15 | Parka-5X-Large | \$ _____ |
| 5.16 | Parka-6X-Large (if available) | \$ _____ |
| 5.17 | TOTAL | \$ _____ |

5.18 Mid-Missouri Public Purchasing Cooperative:

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

Custom Order Quote



*Heather Turner
Boone County Purchasing
(573) 886-4392
Fax (573) 886-4390
hturner@boonecountymo.org*

Re: Proposal Number: 75-28NOV06

THREE-SEASON HIGH VISIBILITY JACKETS/PARKAS

Ms. Turner,

On the following page you will find detailed descriptions of the Tuff Rhino item that match your requirements. We have included pricing up to size 5X. Please do not hesitate to call us if you need more information.

We are committed to serving your department's needs and would be happy to work with you to provide any further information on products or pricing as needed.

Tuff Rhino is a top nationwide provider of safety gear. We pride ourselves on fast turn-around time, a no-hassle return policy and our ability to deliver high quality products at low every-day prices.

Thank you for the opportunity to bid on your project,

Lori Liszner
Tuff Rhino
866-922-4488

**1200 Wall Street West, 1st Floor
Lyndhurst, NJ 07071**

1-866-922-4488

201-438-4555 fax

www.tuffrhino.com

Custom Order Quote

November 13, 2006



Logo Quote



**Item # HV1290
High Visibility Bomber Jacket**

Our three layer, convertible Bomber Jacket comes with a multitude of options and can be worn five different ways. The outer jacket is made of fluorescent yellow PVC coated polyester plus 3M Scotchlite reflective tape and has received independent Class 3 certification.

Volume Pricing

| Size | Original Tuff Rhino Price | Premium Discounted Price |
|----------|---------------------------|--------------------------|
| Small-XL | \$ 79.95 each | \$71.95 each |
| 2X | \$ 85.60 each | \$77.04 each |
| 3X | \$ 90.65 each | \$81.58 each |
| 4X | \$ 96.00 each | \$86.40 each |
| 5X | \$106.70 each | \$96.03 each |

Quote Includes FREE UPS Ground Shipping

**Tuff Rhino
1200 Wall Street West
1st Floor
Lyndhurst, NJ 07071
201-459-6254**



Request for Proposal

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

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

Proposal Data

Proposal Number: **75-28NOV06**

Commodity Title: **THREE-SEASON HIGH VISIBILITY JACKETS/PARKAS**

DIRECT PROPOSAL FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Proposal Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 28, 2006**
Time: **10:30 A.M. C.S.T. (No late proposals will be accepted)**
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209, 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.

Proposal Opening

Day / Date: **TUESDAY, NOVEMBER 28, 2006**
Time: **Shortly After 10:30 A.M. C.S.T.**
Location / Address: Boone County Johnson Building
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Proposal Contents

- 1.0: Instructions and General Conditions
 - 2.0: Introduction and General Information
 - 3.0: Scope of Services
 - 4.0: Proposal Submission Information
 - 5.0: Response/Pricing Page
- Attachment A: **No Bid Response Form**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL 75-Three-Season High Visibility Jackets/Parkas

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, November 28, 2006** in the Boone County Purchasing Office, Boone County Johnson Building, Room 209, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened shortly after **10:30 a.m. on Tuesday, November 28, 2006** in Conference Room 213, Boone County Johnson Building, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: hturner@boonecountymo.org. The Request for Proposal and additional information is also available on our web page at www.showmeboone.com.

Heather Turner, CPPB
Senior Buyer

Insertion October 29, 2006
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

a) **Proposal Closing:** All proposals shall be delivered before 10:30 A.M., C.S.T., on Tuesday, November 28, 2006 to:

Boone County Purchasing Department
Heather Turner, CPPB, Senior Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and five (5) copies of the proposal (total of six). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 **Evaluation of Proposals (Procedure):**

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should

exercise particular care in reviewing the Proposal format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.

d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

1.4 **Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

1.5 **Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

1.6 **Requests for Clarification of Proposals:** Requests by the Purchasing Department for clarification of proposals shall be in writing.

1.7 **Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

1.8 **Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Johnson Building, Conference Room 213, **Tuesday, November 28, 2006 at 10:30 A.M., C.S.T.** located at the following address:

Boone County Johnson Building
Conference Room 213
601 E. Walnut Street
Columbia, Missouri 65201

1.9 **Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request

verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
- 1.10 **Contract Award:** A contractual agreement will be negotiated with the successful offeror.
 - 1.11 **Contract Period:** The contract will begin on the date of award and continue through February 28, 2007.
 - 1.12 **Pricing:** The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
 - 1.13 **Notification of Award:** Services are not to begin until receipt of Notification of Award or other notification by the County Purchasing Director to proceed. Performance time and dates are determined solely by the contract and any modification thereto.
 - 1.14 **No Guarantee of Quantities:** The County of Boone does not guarantee a minimum order quantity under the contract.
 - 1.15 **Disputes:** Should disputes, alternatives or other disagreements related to the performance of the work herein described arise between the County and the contractor, the parties hereto shall negotiate in good faith in an attempt to resolve same; such negotiation shall be a condition precedent to any remedy at law.
 - 1.16 **Conflict of Interest:** The offeror certifies that to the best of their knowledge no employee of the County, nor any member thereof, nor any public agency or official effected by this Agreement that results from this RFP, has any pecuniary interest in the business of the offeror, and that no person associated with the offeror has any interest that would conflict in any manner with the performance of the agreement.
 - 1.17 **Compliance With Laws:** The contractor shall at all times observe and comply with all Federal, State of Missouri and County ordinances and regulations which may in any manner affect the performance of this Agreement.



2 INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Three-Season High Visibility Jackets/Parkas**, as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page
- Attachment A – *No Bid Response Form*

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **Thursday, November 16, 2006**. All questions must be mailed, faxed or e-mailed to the attention of Heather Turner, CPPB, Senior Buyer.

- a. Heather Turner, CPPB
Senior Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: hturner@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



3.0 SPECIFICATIONS

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified offerors to provide **Three-Season High Visibility Jackets/Parkas** for the County.

3.2. Minimum Requirements:

- 3.2.1. Jackets/parkas shall be three season style. Garments shall have, at a minimum, a zip-out lining and a durable/cleanable lime-colored outer shell with reflective striping that is Class III ANSI compliant (the County prefers a waterproof outer shell).
- 3.2.2. Garments shall be machine washable.
- 3.2.3. Garments must be available in sizes Medium through 5x or 6x (if available).
- 3.2.4. The contractor must agree to “fit” or “size” County employees before ordering. If the contractor is unable to “fit” or “size” employees, the contractor must provide a sample of each size in order for employees to be able to “size” themselves.
- 3.2.5. The County anticipates ordering approximately 40 to 55 three-season high visibility jackets/parkas.
- 3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3 Proposal Submission Requirements:

- 3.3.1. The Offeror must respond to each requirement listed under section 3.2 Minimum Requirements. The offeror must provide a detailed description of the proposed three season high visibility jackets/parkas and must include a description of any other options available with the garments.
 - 3.3.1.1. The detailed description must include the material compositions of the shell and liner material of the jacket/parkas, including pocket locations and quantities, zipper construction, and any other features.

3.3.2. The Offeror **MUST** include a sample of each jacket/parka proposed with their proposal submittal. In the event the Offeror is awarded a contract, the sample(s) submitted shall be retained as part of the order. If the Offeror is not awarded a contract, the sample will be returned at the expense of the Offeror.

3.3.3. The Offeror must describe the availability of the proposed jacket/parkas. The Offeror must include any discounts available and general wait times. The Offeror must also include a description of any factory or dealer warranty for the proposed garment(s).

3.4 Contractor Requirements:

3.4.1 **Insurance:** The Contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the contractor and County, from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his/her forces as enumerated above. The Contractor shall furnish a copy of any original Certificate of Insurance, naming Boone County as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any contract agreement to sublet any part of the work to be done under this contract.

3.4.2 **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.

3.4.2.1 In performing all services under the resulting contract agreement, the Contractor will comply with all local, state and federal laws.

3.4.3 Term; Termination of Contract Agreement:

3.4.3.1 The initial term of the resulting contract agreement from this Request for Proposal for Imaging Extraction/Conversion Software and Support for

Boone County will begin at the time of contract award and end upon project completion.

3.4.3.2 The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract agreement may be terminated at will by the County upon at least 15 days prior written notice to the Contractor.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and three (3) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Heather Turner, CPPB, Senior Buyer
601 E. Walnut Street, Room 209
Columbia, MO 65201

b. The proposal response must be delivered no later than **10:30 a.m. on November 28, 2006.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired materials, etc.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first

page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Construction/Style of Jacket/Parka**
- b. **Availability of Garments (order/ship times)**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County.

4.1.4. Evaluation:

- 4.1.4.1. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.2. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.3. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.
- 4.1.4.4. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder's final response rating.
- 4.1.4.5. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

| Item # | Description | Firm, Fixed Price |
|--------|--------------------------------|-------------------|
| 5.1 | Jacket-Medium | \$ _____ |
| 5.2 | Jacket-Large | \$ _____ |
| 5.3 | Jacket-X-Large | \$ _____ |
| 5.4 | Jacket-2X-Large | \$ _____ |
| 5.5 | Jacket-3X-Large | \$ _____ |
| 5.6 | Jacket-4X-Large | \$ _____ |
| 5.7 | Jacket-5X-Large | \$ _____ |
| 5.8 | Jacket-6X-Large (if available) | \$ _____ |
| 5.9 | Parka-Medium | \$ _____ |
| 5.10 | Parka-Large | \$ _____ |
| 5.11 | Parka-X-Large | \$ _____ |
| 5.12 | Parka-2X-Large | \$ _____ |

| | | |
|------|-------------------------------|----|
| 5.13 | Parka-3X-Large | \$ |
| 5.14 | Parka-4X-Large | \$ |
| 5.15 | Parka-5X-Large | \$ |
| 5.16 | Parka-6X-Large (if available) | \$ |
| 5.17 | TOTAL | \$ |

5.18 Mid-Missouri Public Purchasing Cooperative:

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



"No Bid" Response Form

ATTACHMENT A

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

Heather Turner, CPPB, Senior 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 PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list **for this service**, 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.

Proposal: 75-28NOV06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

PURCHASE AGREEMENT FOR THREE SEASON HIGH VISIBILITY JACKETS

THIS AGREEMENT dated the 26 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Paving Maintenance Supply, Inc.**, 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 **Three Season High Visibility Jackets**, County of Boone Request for Proposal for Three Season High Visibility Jackets/Parkas, proposal number **75-28NOV06** including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, Attachment A, and the Contractor's proposal response dated November 21, 2006, executed by Kathy King, Assistant Branch Manager, 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 proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Scope of Services, Proposal Submission Information, the unexecuted Response Page, and Attachment A shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish 2W International (Concern for Safety) Three Season High Visibility Jackets as outlined below in conformity with the proposal specifications and as set forth in the Contractor's proposal response.

| | |
|------------------------------------|------------|
| • Size: Large-3 @ \$45.00 each | \$135.00 |
| • Size: X-Large-17 @ \$45.00 each | \$765.00 |
| • Size: 2X-Large-10 @ \$49.00 each | \$490.00 |
| • Size: 3X-Large 6 @ \$49.00 each | \$294.00 |
| • Size: 5X-Large-1 @ \$49.00 each | \$49.00 |
| • For a total cost of | \$1,733.00 |

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt of a correct invoice; 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.

4. **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.

5. **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.

6. **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.

PAVING MAINTENANCE SUPPLY, INC.

BOONE COUNTY, MISSOURI

By: *Kathy King*
 Title: *Assistant Branch Manager*

By: *[Signature]*
 By: Boone County Commission
Keith Schmarre
 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
 County Counselor

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.)

2040/23050-\$1,733.00

June E. Pitchford
 Signature *by cg*

12/19/06
 Date

Appropriation Account



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: Paving Maintenance Supply, Inc.
 Address: 1808 SW Market
Lee's Summit, MO 64082
 Telephone: (816) 525-8755 Fax: (816) 525-87567
 Federal Tax ID (or Social Security #): 48-0977963
 Print Name: Kathy King Title: Assistant Branch Manager
 Signature: *Kathy King* Date: 11/21/2006
 E-Mail Address: kingk@pmsi-usa.net

| Item # | Description | Firm, Fixed Price |
|--------|--------------------------------|-------------------|
| 5.1 | Jacket-Medium | \$ <u>45.00</u> |
| 5.2 | Jacket-Large | \$ <u>45.00</u> |
| 5.3 | Jacket-X-Large | \$ <u>45.00</u> |
| 5.4 | Jacket-2X-Large | \$ <u>49.00</u> |
| 5.5 | Jacket-3X-Large | \$ <u>49.00</u> |
| 5.6 | Jacket-4X-Large | \$ <u>49.00</u> |
| 5.7 | Jacket-5X-Large | \$ <u>49.00</u> |
| 5.8 | Jacket-6X-Large (if available) | \$ <u>n/a</u> |
| 5.9 | Parka-Medium | \$ <u>70.00</u> |
| 5.10 | Parka-Large | \$ <u>70.00</u> |
| 5.11 | Parka-X-Large | \$ <u>70.00</u> |
| 5.12 | Parka-2X-Large | \$ <u>73.00</u> |

| | | |
|------|-------------------------------|------------------|
| 5.13 | Parka-3X-Large | \$ <u>73.00</u> |
| 5.14 | Parka-4X-Large | \$ <u>73.00</u> |
| 5.15 | Parka-5X-Large | \$ <u>73,00</u> |
| 5.16 | Parka-6X-Large (if available) | \$ <u>n/a</u> |
| 5.17 | TOTAL | \$ <u>833.00</u> |

5.18 Mid-Missouri Public Purchasing Cooperative:

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

xx Yes _____ No

3.3.2. The Offeror MUST include a sample of each jacket/parka proposed with their proposal submittal. In the event the Offeror is awarded a contract, the sample(s) submitted shall be retained as part of the order. If the Offeror is not awarded a contract, the sample will be returned at the expense of the Offeror.

Included one jacket xl and one parka, xl

3.3.3. The Offeror must describe the availability of the proposed jacket/parkas. The Offeror must include any discounts available and general wait times. The Offeror must also include a description of any factory or dealer warranty for the proposed garment(s).

3.4 Contractor Requirements:

3.4.1 **Insurance:** The Contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the contractor and County, from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his/her forces as enumerated above. The Contractor shall furnish a copy of any original Certificate of Insurance, naming Boone County as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any contract agreement to sublet any part of the work to be done under this contract.

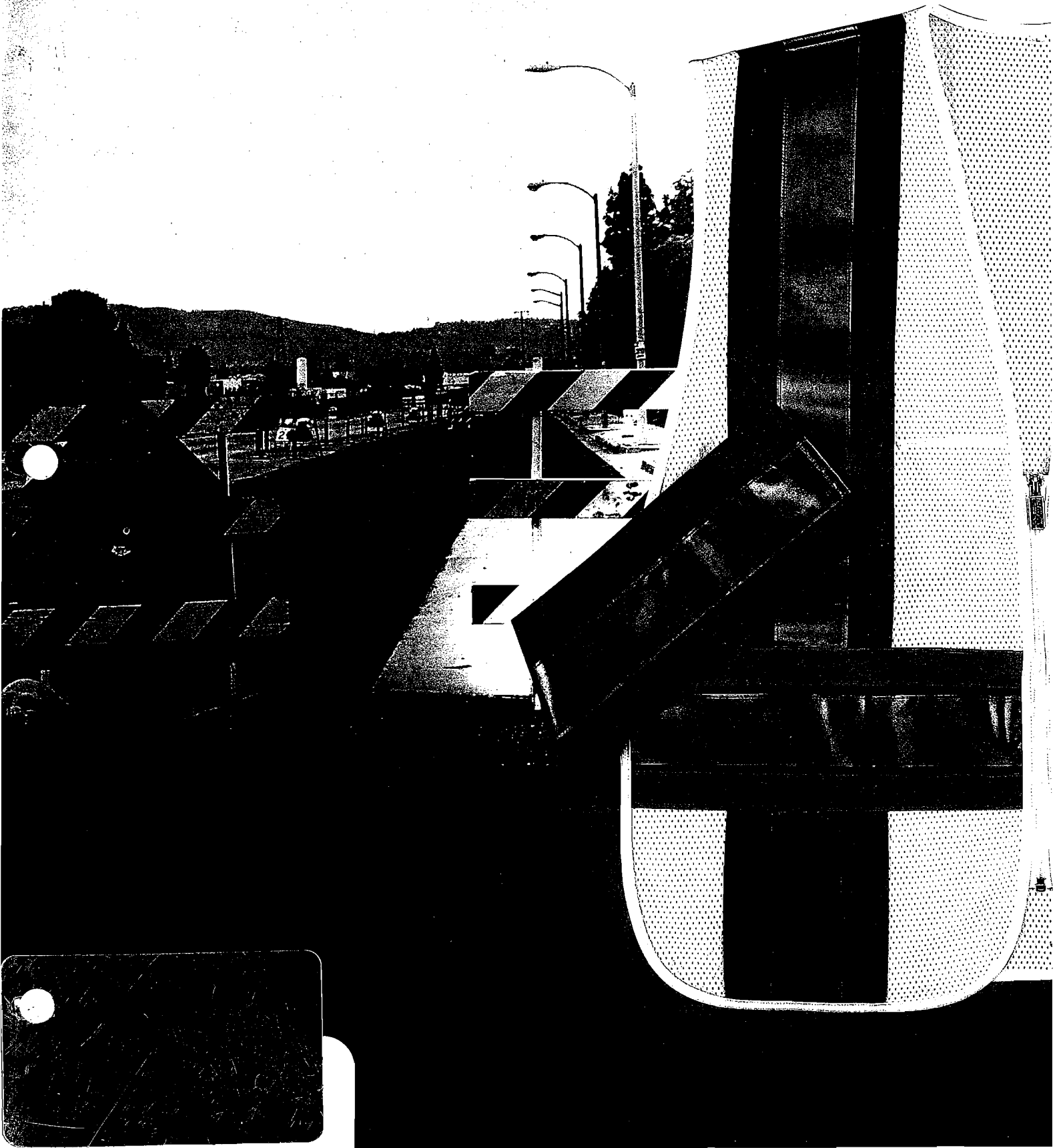
3.4.2 **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, 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.

3.4.2.1 In performing all services under the resulting contract agreement, the Contractor will comply with all local, state and federal laws.

3.4.3 Term; Termination of Contract Agreement:

3.4.3.1 The initial term of the resulting contract agreement from this Request for Proposal for Imaging Extraction/Conversion Software and Support for

WW International Corporation
Concern For Safety



ANSI/ISEA 107-2004 Class 3



S8138C-3

S8148C-3

S8138C-3/S8148C-3

ANSI/ISEA 107-2004 Class 3

- 100% Polyester
- Snap Front Closure
- Individual Chest Pockets for Pens and One Tool/Cell Phone Pocket with Velcro Closure
- Two Flap Gusset Pockets with Snap Closure
- Two Vertical and One Horizontal 2" Wide Reflective Stripes Both Front and Back
- 2" Wide Reflective Stripes on Sleeves
- Size: M-5XL

MS339C-3/MS539C-3

ANSI/ISEA 107-2004 Class 3

- 100% Polyester
- Open Weave Mesh Upper, Solid on Lower Body
- Zipper Front Closure
- Two Vertical and Two Horizontal 2" Wide Reflective Stripes Both Front and Back
- 2" Wide Reflective Stripes on Sleeves
- Chest Pockets: Pens, 1 Tool/Cell Phone Pocket with Velcro Closure
- 2 Flap Pockets with Velcro Closure
- Size: L-4XL



MS339C-3

MS539C-3

MN521C-2



MN522CE

Minnesota Style

ANSI/ISEA 107-2004 Class 2

- Vest
- 100% Polyester
 - Open Weave Mesh
 - Zipper Front Closure
 - Individual Chest Pockets for Pens and Tools
 - Outside Utility Pockets with Velcro Closure
 - Size: L-3XL

ANSI/ISEA 107-2004 Class E

- Pants
- 100% Polyester
 - Open Weave Mesh
 - Pants Provide Comfort and Generous Fitting
 - Elastic and Draw Cord with Cord Lock on Waist
 - Elastic Leg Bands for Safety and Comfort
 - Two Pass Through Slits for Front Pocket Access
 - Size: Reg. Long, X-Long

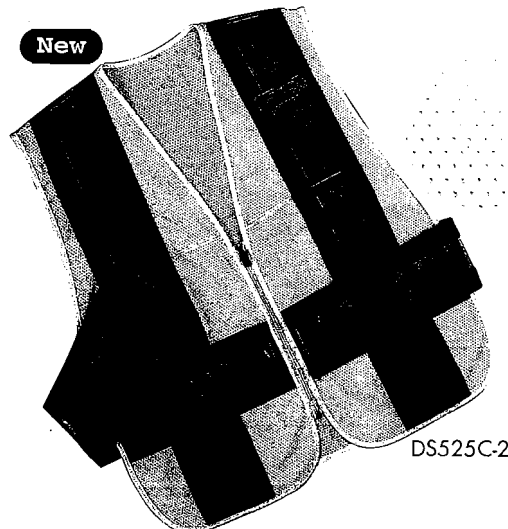
Class E Minnesota Pants Can Be Added to a Class 2 Vest to Make a Class 3 Garment

MN321C-2



MN322CE

New



DS525C-2

New Dot Style

DS525C-2

ANSI/ISEA 107-2004 Class 2

- Vest
- 100% Polyester
 - Open Weave Mesh
 - Zipper Front Closure
 - Adjustable Velcro Sides
 - 4.5" Wide Tape with 2" Wide Reflective Stripes
 - Large Radio Pocket w/Mic. or Badge Tab
 - Individual Chest Pockets for Pens and Tools
 - 2 Inside Pockets

SIZE: S/M, L/XL, 2X/3X, 4X/5X

Class E Minnesota Pants Can Be Added to a Class 2 Vest to Make a Class 3 Garment

ANSI/ISEA 107-2004 Class 1

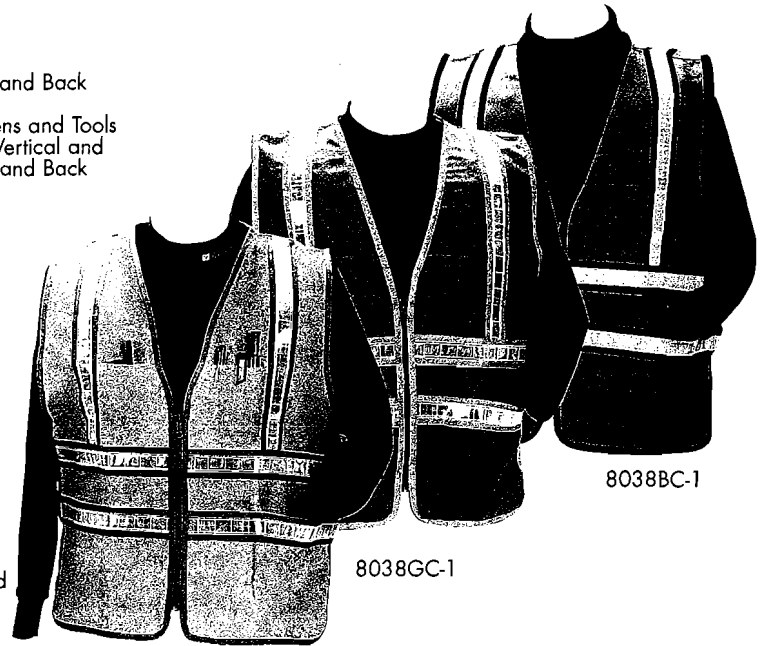
8038MC-1



- 8038MC-1**
ANSI/ISEA 107-2004 Class 1
- 100% Polyester
 - Large Mesh Panels Both Front and Back
 - Zipper Front Closure
 - Individual Chest Pockets for Pens and Tools
 - 1" Wide Reflective Stripes in Vertical and Horizontal Patterns Both Front and Back
 - Size: M-3XL

8048OC-1/8038GC-1/8038BC-1

- ANSI 107-2004 Class 1
- 100% Polyester
 - Velcro Adjustable Side Straps
 - Zipper Front Closure
 - 2 Hidden Pockets
 - 1" Wide Reflective Stripes in Vertical and Horizontal Patterns Both Front and Back
 - One Size Fits All



8048OC-1

8038GC-1

8038BC-1

High-Visibility Safety Vest (Non ANSI)



8038A

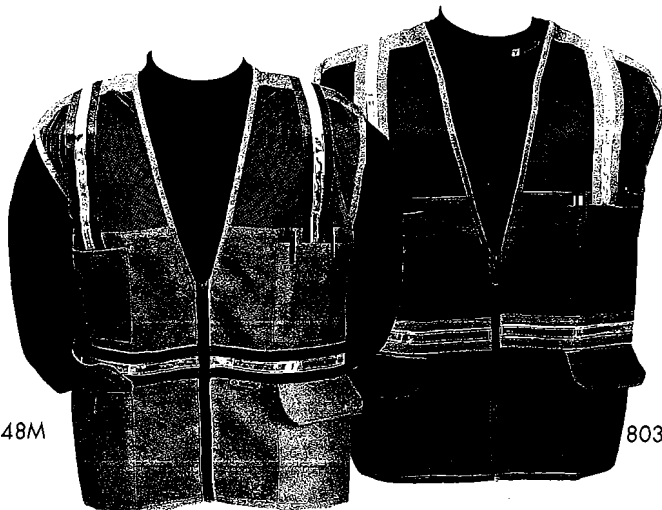
8048A

- 8038A/8048A**
Multi-Pocket Safety Vest
- 100% Polyester
 - Zipper Front Closure
 - Individual Chest Pockets for Pens and Tools
 - 2 Flap Pockets with Velcro Closure
 - 2 Inside Front Pockets
 - White Reflective Stripes in Vertical and Horizontal Patterns Front and Back
 - Size: M-5XL

- 8038B**
Multi-Pocket Safety Vest
- 100% Polyester
 - Zipper Front Closure
 - Individual Chest Pockets for Pens and Tools
 - 2 Flap Pockets with Velcro Closure
 - 2 Inside Front Pockets
 - Size: M-3XL



8038B



8048M

8038M

- 8048M/8038M**
Multi-Pocket Mesh Safety Vest
- 100% Polyester
 - Large Mesh Panels Both Front and Back for Ventilation
 - Zipper Front Closure
 - Individual Chest Pockets for Pens and Tools
 - Two Flap Pockets with Velcro Closure
 - Two Inside Front Pockets
 - White Reflective Stripes in Vertical and Horizontal Patterns Front and Back
 - Size: M-5XL



Request for Proposal

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

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

Proposal Data

Proposal Number: **75-28NOV06**

Commodity Title: **THREE-SEASON HIGH VISIBILITY JACKETS/PARKAS**

DIRECT PROPOSAL FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Proposal Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 28, 2006**

Time: **10:30 A.M. C.S.T. (No late proposals will be accepted)**

Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209, 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.

Proposal Opening

Day / Date: **TUESDAY, NOVEMBER 28, 2006**

Time: **Shortly After 10:30 A.M. C.S.T.**

Location / Address: Boone County Johnson Building
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Proposal Contents

- 1.0: Instructions and General Conditions
 - 2.0: Introduction and General Information
 - 3.0: Scope of Services
 - 4.0: Proposal Submission Information
 - 5.0: Response/Pricing Page
- Attachment A: *No Bid Response Form*



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL 75-Three-Season High Visibility Jackets/Parkas

Sealed proposals will be accepted until **10:30 a.m. on Tuesday, November 28, 2006** in the Boone County Purchasing Office, Boone County Johnson Building, Room 209, 601 E. Walnut Street, Columbia, MO 65201.

The Request for Proposal is scheduled to be opened shortly after **10:30 a.m. on Tuesday, November 28, 2006** in Conference Room 213, Boone County Johnson Building, 601 E. Walnut Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: hturner@boonecountymo.org. The Request for Proposal and additional information is also available on our web page at www.showmeboone.com.

Heather Turner, CPPB
Senior Buyer

Insertion October 29, 2006
COLUMBIA MISSOURIAN



1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

a) **Proposal Closing:** All proposals shall be **delivered before 10:30 A.M., C.S.T., on Tuesday, November 28, 2006** to:

Boone County Purchasing Department
Heather Turner, CPPB, Senior Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 10:30 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and five (5) copies of the proposal (total of six). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 **Evaluation of Proposals (Procedure):**

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should

exercise particular care in reviewing the Proposal format required for this RFP.

- b) The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.

d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

1.4 **Rejection of Proposals:** The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

1.5 **Acceptance of Proposals:** The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

1.6 **Requests for Clarification of Proposals:** Requests by the Purchasing Department for clarification of proposals shall be in writing.

1.7 **Validity of Proposals:** Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

1.8 **Receipt and Opening of Advertised, Sealed Proposals:** The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.

b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Johnson Building, Conference Room 213, **Tuesday, November 28, 2006 at 10:30 A.M., C.S.T.** located at the following address:

Boone County Johnson Building
Conference Room 213
601 E. Walnut Street
Columbia, Missouri 65201

1.9 **Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request

verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
- 1.10 **Contract Award:** A contractual agreement will be negotiated with the successful offeror.
 - 1.11 **Contract Period:** The contract will begin on the date of award and continue through February 28, 2007.
 - 1.12 **Pricing:** The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
 - 1.13 **Notification of Award:** Services are not to begin until receipt of Notification of Award or other notification by the County Purchasing Director to proceed. Performance time and dates are determined solely by the contract and any modification thereto.
 - 1.14 **No Guarantee of Quantities:** The County of Boone does not guarantee a minimum order quantity under the contract.
 - 1.15 **Disputes:** Should disputes, alternatives or other disagreements related to the performance of the work herein described arise between the County and the contractor, the parties hereto shall negotiate in good faith in an attempt to resolve same; such negotiation shall be a condition precedent to any remedy at law.
 - 1.16 **Conflict of Interest:** The offeror certifies that to the best of their knowledge no employee of the County, nor any member thereof, nor any public agency or official effected by this Agreement that results from this RFP, has any pecuniary interest in the business of the offeror, and that no person associated with the offeror has any interest that would conflict in any manner with the performance of the agreement.
 - 1.17 **Compliance With Laws:** The contractor shall at all times observe and comply with all Federal, State of Missouri and County ordinances and regulations which may in any manner affect the performance of this Agreement.



2 INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Three-Season High Visibility Jackets/Parkas**, as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

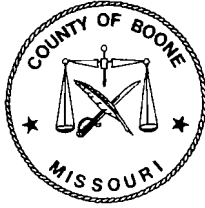
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page
- Attachment A – *No Bid Response Form*

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing no later than **Thursday, November 16, 2006**. All questions must be mailed, faxed or e-mailed to the attention of Heather Turner, CPPB, Senior Buyer.

- a. Heather Turner, CPPB
Senior Buyer
601 E. Walnut Street, Room 209
Columbia, Missouri 65201
Phone: (573) 886-4392 Fax: (573) 886-4390
E-mail: hturner@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.



3.0 SPECIFICATIONS

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified offerors to provide **Three-Season High Visibility Jackets/Parkas** for the County.

3.2. Minimum Requirements:

- 3.2.1. Jackets/parkas shall be three season style. Garments shall have, at a minimum, a zip-out lining and a durable/cleanable lime-colored outer shell with reflective striping that is Class III ANSI compliant (the County prefers a waterproof outer shell).
- 3.2.2. Garments shall be machine washable.
- 3.2.3. Garments must be available in sizes Medium through 5x or 6x (if available).
- 3.2.4. The contractor must agree to “fit” or “size” County employees before ordering. If the contractor is unable to “fit” or “size” employees, the contractor must provide a sample of each size in order for employees to be able to “size” themselves.
- 3.2.5. The County anticipates ordering approximately 40 to 55 three-season high visibility jackets/parkas.
- 3.2.4. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3 Proposal Submission Requirements:

- 3.3.1. The Offeror must respond to each requirement listed under section 3.2 Minimum Requirements. The offeror must provide a detailed description of the proposed three season high visibility jackets/parkas and must include a description of any other options available with the garments.
 - 3.3.1.1. The detailed description must include the material compositions of the shell and liner material of the jacket/parkas, including pocket locations and quantities, zipper construction, and any other features.

3.3.2. The Offeror **MUST** include a sample of each jacket/parka proposed with their proposal submittal. In the event the Offeror is awarded a contract, the sample(s) submitted shall be retained as part of the order. If the Offeror is not awarded a contract, the sample will be returned at the expense of the Offeror.

3.3.3. The Offeror must describe the availability of the proposed jacket/parkas. The Offeror must include any discounts available and general wait times. The Offeror must also include a description of any factory or dealer warranty for the proposed garment(s).

3.4 Contractor Requirements:

3.4.1 **Insurance:** The Contractor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself/herself, his/her employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the contractor and County, from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his/her forces as enumerated above. The Contractor shall furnish a copy of any original Certificate of Insurance, naming Boone County as an additional insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any contract agreement to sublet any part of the work to be done under this contract.

3.4.2 **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.

3.4.2.1 In performing all services under the resulting contract agreement, the Contractor will comply with all local, state and federal laws.

3.4.3 Term; Termination of Contract Agreement:

3.4.3.1 The initial term of the resulting contract agreement from this Request for Proposal for Imaging Extraction/Conversion Software and Support for

Boone County will begin at the time of contract award and end upon project completion.

3.4.3.2 The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract agreement may be terminated at will by the County upon at least 15 days prior written notice to the Contractor.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and three (3) additional copies.**

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Heather Turner, CPPB, Senior Buyer
601 E. Walnut Street, Room 209
Columbia, MO 65201

b. The proposal response must be delivered no later than **10:30 a.m. on November 28, 2006.** Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired materials, etc.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first

page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Construction/Style of Jacket/Parka**
- b. **Availability of Garments (order/ship times)**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County.

4.1.4. Evaluation:

- 4.1.4.1. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.2. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.1.4.3. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.
- 4.1.4.4. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder's final response rating.
- 4.1.4.5. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

| Item # | Description | Firm, Fixed Price |
|--------|--------------------------------|-------------------|
| 5.1 | Jacket-Medium | \$ |
| 5.2 | Jacket-Large | \$ |
| 5.3 | Jacket-X-Large | \$ |
| 5.4 | Jacket-2X-Large | \$ |
| 5.5 | Jacket-3X-Large | \$ |
| 5.6 | Jacket-4X-Large | \$ |
| 5.7 | Jacket-5X-Large | \$ |
| 5.8 | Jacket-6X-Large (if available) | \$ |
| 5.9 | Parka-Medium | \$ |
| 5.10 | Parka-Large | \$ |
| 5.11 | Parka-X-Large | \$ |
| 5.12 | Parka-2X-Large | \$ |

| | | |
|-------------|-------------------------------|-----------|
| 5.13 | Parka-3X-Large | \$ |
| 5.14 | Parka-4X-Large | \$ |
| 5.15 | Parka-5X-Large | \$ |
| 5.16 | Parka-6X-Large (if available) | \$ |
| 5.17 | TOTAL | \$ |

5.18 Mid-Missouri Public Purchasing Cooperative:

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



"No Bid" Response Form

ATTACHMENT A

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

Heather Turner, CPPB, Senior 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 PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list **for this service**, 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.

Proposal: 75-28NOV06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

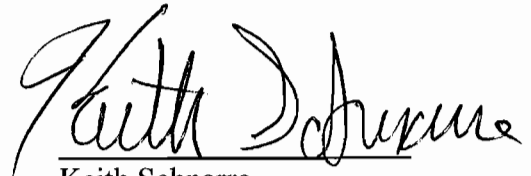
December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 26th day of December 20 06

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

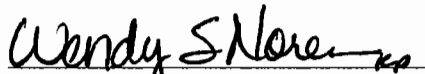
Now on this day the County Commission of the County of Boone does hereby award bid 70-07DEC06 Janitorial Products Term and Supply to AmSan Kansas Missouri. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 26th day of December, 2006.

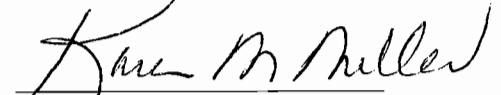


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
JANITORIAL PRODUCTS TERM AND SUPPLY**

THIS AGREEMENT dated the 26 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **AmSan Kansas Missouri**, 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 **Janitorial Products Term and Supply**, County of Boone Request for Bid, bid number **70-07DEC06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 21, 2006 and executed by Mikella R. Smith, 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, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2007 and extend through December 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 four (4) 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 4.8., 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. Delivery - Contractor agrees to deliver products each Thursday as needed and as ordered by the County.

5. Billing and Payment - All billing shall be invoiced to the Boone County Facilities Maintenance 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.

AMSAN KANSAS MISSOURI

by Mikella Smith
 title Team Coordinator
 address 1501 N. Lopping
KC MO 64120

BOONE COUNTY, MISSOURI

by Boone County Commission

 Keith Schwarre, Presiding Commissioner

APPROVED AS TO FORM:



 County Counselor

ATTEST:



 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.)

6101-23050 Term/Supply

No encumbrance Required 12/20/06
 Signature by eq Date Appropriation Account

4. Response Form

- 4.1. Company Name: AmSan Kansas Missouri
- 4.2. Address: 1501 N Topping
- 4.3. City/Zip: Kansas City MO 64120
- 4.4. Phone Number: 816-483-5800
- 4.5. Fax Number: 816-483-5535
- 4.6. E-Mail Address: msmith@amsan.com
- 4.7. Federal Tax ID: 56-2049229
- 4.7.1. Corporation
- 4.7.1. Partnership - Name _____
- 4.7.1. Individual/Proprietorship - Individual Name _____
- 4.7.1. Other (Specify) _____

PRICING

| 4.8. JANITORIAL PRODUCTS STANDARD LIST | | Unit Price | Case Price |
|---|--------------------|------------|------------|
| 4.8.1. Degreaser Cleaner – 409 or Equivalent, Spray Bottle | | \$ 2.33 | \$ 27.96 |
| Manufacturer: | US Chemical/Renown | | |
| Product Size: | quart | | |
| Units Per Case: | 12/case | | |
| 4.8.2. Degreaser Refill – 409 or Equivalent | | \$ 7.33 | \$ 29.35 |
| Manufacturer: | US Chemical/Renown | | |
| Product Size: | Gallon | | |
| Units Per Case: | 4/case | | |
| 4.8.3. All Purpose Cleaner – 409 or Equivalent, Spray Bottle | | \$ 2.33 | \$ 27.96 |
| Manufacturer: | US Chemical/Renown | | |
| Product Size: | quart | | |
| Units Per Case: | 12/case | | |
| 4.8.4. All Purpose Cleaner Refill – 409 or Equivalent | | \$ 7.33 | \$ 29.35 |
| Manufacturer: | US Chemical/Renown | | |
| Product Size: | Gallon | | |
| Units Per Case: | 4/case | | |
| 4.8.5. Disinfectant Cleaner – PineSol or Equivalent, Spray Bottle | | \$ 2.33 | \$ 25.37 |
| Manufacturer: | US Chemical/Renown | | |
| Product Size: | Quart | | |
| Units Per Case: | 12/case | | |

| | Unit Price | Case Price |
|---|------------|------------|
| 4.8.6. Disinfectant Cleaner Refill – PineSol or Equivalent | \$ 8.37 | \$ 33.48 |
| Manufacturer: US Chemical/Renown | | |
| Product Size: Gallon | | |
| Units Per Case: 4/case | | |
| 4.8.7. Toilet Bowl Cleaner – Acid Base, Squeeze Bottle | \$ 1.73 | \$ 20.76 |
| Manufacturer: US Chemical/Renown | | |
| Product Size: Quart | | |
| Units Per Case: 12/case | | |
| 4.8.8. Toilet Bowl Cleaner – Non-Acid Base, Squeeze Bottle | \$ 1.76 | \$ 21.12 |
| Manufacturer: US Chemical/Renown | | |
| Product Size: Quart | | |
| Units Per Case: 12/case | | |
| 4.8.9. Bathroom Cleaner – Comet or Equivalent, Spray Bottle | \$ 1.35 | \$ 32.40 |
| Manufacturer: Comet | | |
| Product Size: 21oz | | |
| Units Per Case: 24/case | | |
| 4.8.10. Disinfectant Spray – Lysol or Equivalent, Various Scents | \$ 3.54 | \$ 42.48 |
| Manufacturer: Amrep | | |
| Product Size: 16.5oz | | |
| Units Per Case: 12/case | | |
| 4.8.11. Aerosol Furniture Polish – Pledge or Equivalent | \$ 2.75 | \$ 33.00 |
| Manufacturer: Amrep | | |
| Product Size: 18oz | | |
| Units Per Case: 12/case | | |
| 4.8.12. Aerosol Air Freshener – Various Scents | \$ 3.24 | \$ 38.88 |
| Manufacturer: Amrep | | |
| Product Size: 18oz | | |
| Units Per Case: 12/case | | |
| 4.8.13. Air Freshener – Cinnamon Hillyard HIL0107554 or Equivalent | \$ 5.15 | \$ 61.80 |
| Manufacturer: Technical Concepts | | |
| Product Size: 7oz | | |
| Units Per Case: 12/case | | |
| 4.8.14. Glass Cleaner – Trigger Spray Bottle | \$ 1.86 | \$ 22.32 |
| Manufacturer: US Chemical | | |
| Product Size: quart | | |
| Units Per Case: 12/case | | |

| | | Unit Price | Case Price |
|---------|--|------------|------------|
| 4.8.15. | Glass Cleaner Refill | \$ 5.60 | \$ 22.40 |
| | Manufacturer: US Chemical/Renown | | |
| | Product Size: gallon | | |
| | Units Per Case: 4/case | | |
| 4.8.16. | Aerosol Stainless Steel Cleaner | \$ 3.14 | \$ 37.68 |
| | Manufacturer: AmRep/Renown | | |
| | Product Size: 20oz | | |
| | Units Per Case: 12/case | | |
| 4.8.17. | Bleach | \$ 1.85 | \$ 11.10 |
| | Manufacturer: Always Save | | |
| | Product Size: 96oz | | |
| | Units Per Case: 6/case | | |
| 4.8.18. | Carpet Stain Remover – Spray Bottle | \$ 4.67 | \$ 56.04 |
| | Manufacturer: Misco/Renown | | |
| | Product Size: Quart | | |
| | Units Per Case: 12/case | | |
| 4.8.19. | Carpet Shampoo for Carpet Cleaning Machines | \$ 13.51 | \$ 52.04 |
| | Manufacturer: Misco/Renown | | |
| | Product Size: Gallon | | |
| | Units Per Case: 4/case | | |
| 4.8.20. | Floor Wax | \$ 51.00 | \$ 51.00 |
| | Manufacturer: US Chemical/Renown | | |
| | Product Size: 5 gallon pail | | |
| | Units Per Case: Each | | |
| 4.8.21. | Floor Stripper | \$ 53.88 | \$ 53.88 |
| | Manufacturer: Johnsons Bravoo 1500 | | |
| | Product Size: 5 Gallon BNB | | |
| | Units Per Case: Each | | |
| 4.8.22. | Gojo Foam Soap – Must fit Gojo Foam Soap Dispenser | \$ | \$ 51.07 |
| | Manufacturer: Gojo/Renown Handsfree | | |
| | Product Size: 1250 ml | | |
| | Units Per Case: 2/case | | |
| 4.8.23. | Liquid Hand Soap Refill – Lotion and Anti-Bacterial | \$ 9.25 | \$ 37.00 |
| | Manufacturer: Gojo/Renown | | |
| | Product Size: gallon | | |
| | Units Per Case: 4/case | | |

| | | Unit Price | Case Price |
|-------------------|---|--------------|------------|
| 4.8.24. | Hand Soap – D.G.A. plus Antimicrobial Soap, Hillyard HIL121703 or Equivalent | \$ 6.43 | \$ 51.47 |
| | Manufacturer: Gojo(dispenser nocharge) | | |
| | Product Size: 1000ml | | |
| | Units Per Case: 8/case | | |
| 4.8.25. | Trash Bags – Roll, Clear, 7-10 Gallon, Size 24x24 | \$ | \$ 15.51 |
| | Manufacturer: Pitt Plastics/Renown | | |
| | Product Size: 24x24 | | |
| | Units Per Case: 1000/case | | |
| 4.8.26. | Trash Bags – Roll, Clear, Heavy Duty to Extra Heavy Duty 20-30 Gallon, approximate size 30x37 | \$ | \$ 19.93 |
| | Manufacturer: Pitt Plastics/Renown | | |
| | Product Size: 30x37 | | |
| | Units Per Case: 500/case | | |
| 4.8.27. | Trash Bags – Roll, Extra Heavy Duty, 50 Gallon or Larger, approximate size 43x48 | \$ | \$ 23.06 |
| | Manufacturer: Pitt Plastics/Renown | | |
| | Product Size: 43x48 | | |
| | Units Per Case: 200/case | | |
| 4.8.28. | Mop Heads – Cut End and Loop End, All Sizes | \$ 3.13 | \$ 37.56 |
| | Manufacturer: Rubbermaid/Renown | 20oz- \$3.38 | 40.56 |
| | Product Size: 16 oz | 24oz- \$4.81 | 57.72 |
| | Units Per Case: 12/case | | |
| 4.8.29. | Powder Free Latex Gloves – All Sizes | \$ | \$ 48.30 |
| | Manufacturer: Impact/Renown | | |
| | Product Size: s, m, l, x. | | |
| | Units Per Case: 1000/case | | |
| ALTERNATES | | | |
| 4.8.30. | Electrolux Vacuum Bags | \$ NO BID | \$ NO BID |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.31. | Windsor Vacuum Bags | \$ 15.85 | \$ |
| | Manufacturer: Windsor Sensor | | |
| | Product Size: | | |
| | Units Per Case: 10/pk | | |

4.8.32. **Filters for Windsor Back-Pack Vacuum** \$ 13.54 \$
 Manufacturer:
 Product Size:
 Units Per Case: 10/package

PAPER PRODUCTS

CASE PRICE

4.8.33. **Toilet Tissue per Section 2.5.1.** \$ 31.72
 Manufacturer: Baywest/Renown
 Sheet Size:
 Sheets Per Roll: 500/roll
 Rolls Per Case: 96/case
 Sheets Per Case: 48,000

4.8.34. **Paper Towels per Section 2.5.2.** \$ 18.29
 Manufacturer: Baywest/Renown
 Sheet Size: 8.6x11
 Sheets Per Roll: 90
 Rolls Per Case: 30

4.8.35. **Multi-Fold Natural Towels per Section 2.5.3.** \$ 14.89
 Manufacturer: Baywest/Renown
 Sheet Size: 9 1/8x9 1/2
 Towels Per Package: 200/case
 Packages Per Case: 20

4.8.36. **Roll Towels per Section 2.5.4.** \$ 20.49
 Manufacturer: Baywest/Renown
 Roll Size: 8"x800'
 Packages Per Case: 6/case

4.9. **Maximum Percentage Increase for Renewal Periods**

4.9.1. 3 % 2nd Year

4.9.2. 3 % 3rd Year

4.9.3. 3 % 4th Year

4.9.4. 3 % 5th Year

4.10. 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.

4.10.1. Authorized Representative (Sign By Hand):

Mikella R. Smith

4.10.2. Type or Print Signed Name:

Mikella R. Smith, Team Coordinator

4.10.3. Today's Date: 11/21/06

4.11. 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

4.12. Please Describe Warranty:

4.13. Please Describe On-Line Order Capability:

We have E-Access on our website, www.amsankansasmissouri.com
We would need the first and last name of the contact
placing the order and the email address to set you up on
the on-line ordering.

4.14. Delivery ARO: Thursday days

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #70-07DEC06 Janitorial Products Term & Supply**

**ADDENDUM #1
(Issued November 14, 2006)**

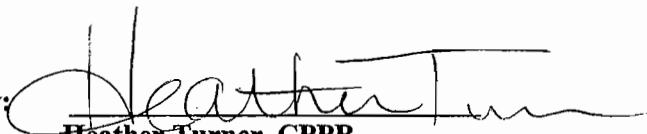
This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. Please complete the following percentage discount off catalog prices. This percentage discount will remain fixed throughout the life of the contract, including any potential renewal periods.

Catalog Discount: 10 %

By: 
Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #70-07DEC06 Janitorial Products Term & Supply, receipt of which is hereby acknowledged:

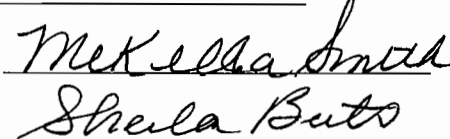
Company Name: AmSan Kansas Missouri

Address: 1501 N Topping

 Kansas City MO 64120

Phone Number: 800-525-4330

Fax Number: 816-483-5535

Authorized Representative Signature: 

Date: 11/21/06



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: **70-07DEC06**

Commodity Title: **Janitorial Products Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, DECEMBER 7, 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 209
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, DECEMBER 7, 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 governmental entities' 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 January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional four (4) 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 the furnishing and delivery of **Janitorial Products** as specified herein.
- 2.1.1. **Estimated Quantity** – The County spends approximately \$20,000.00 on janitorial products each year. All orders shall be placed on an "as needed basis". The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase janitorial supplies from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices for the standard 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 standard 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 for the standard items, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. Pricing for non-standard items shall be allowed to adjust based on price changes published in the contractor's comprehensive product catalog. However, the contractor's discount off list price for non-standard items shall be fixed throughout all contract periods.
- 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. **TECHNICAL REQUIREMENTS**
- 2.5.1. **Toilet Tissue: Ecosoft #540 or equivalent:** Single Roll, Color: White, Double Ply, Facial Quality, 4 3/8"W x 4 " L sheet size, and 500 sheets per roll.
- 2.5.2. **Towel, Paper: Ecosoft #410 or equivalent:** Roll, Color: White, Double Ply, 11" W x 9"L sheet size, 90 sheets per roll.
- 2.5.3. **Towel, Multi-fold: Ecosoft #480 or equivalent:** Color: Natural, 9 1/8"W x 9 1/2"L sheet size.
- 2.5.4. **Towel, Roll: Hillyard 22000 or equivalent:** Color: White, 8" x 800'.
- 2.5.5. In the event a product offered by the contractor does not fit the dispenser(s) already located within the various County buildings, the contractor may be required to supply the necessary dispenser(s) at no cost to the County.
- 2.6. **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.
- 2.6.1. The contractor shall extend any and all special promotional (including 'educational' promotions) sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
- 2.6.2. Pricing for non-standard items shall be determined by applying the quoted discount for the item to the current price for the item listed in the contractor's comprehensive current product catalog. The discount for the item shall remain firm for the duration of the contractor period, but the base product price is allowed to change based on the current published pricing in the contractor's comprehensive product catalog. It is preferred that the contractor's comprehensive current product

catalog not change more often than every twelve months. *A copy of the applicable catalog must be attached to the bid response. Failure to do so could result in a non-responsive bid.*

- 2.6.3. 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.
- 2.7. **REPLACEMENT OF DAMAGED PRODUCT** – The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 2.8. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County through the contractor's catalog.
- 2.9. **PRODUCT AVAILABILITY AND LIMITATIONS** – The contractor shall agree to provide janitorial products on an as needed, if needed basis as ordered. The contractor shall agree that the contractor may not cancel any item from the standard list of items unless the manufacturer has discontinued that item. The contractor must communicate the manufacturer discontinuation of any product under the contract to the Boone County Purchasing Department. In such instances, the contractor shall work with the Purchasing Department to identify and implement alternative options that shall maintain or reduce costs associated with the replacements while maintaining established quality levels.
- 2.10. **DELIVERY** – The County would prefer janitorial products to be delivered the next day on all orders placed by 4:00 p.m. CST. Next day shall mean next business day. The bidder must indicate in their bid response which items, if any, would not be available for next day delivery. The contractor must deliver all supplies to the locations indicated below.
 - 2.10.1. **Boone County Government Center** – 801 E. Walnut, Columbia, MO 65201. Deliver to the 3rd floor lobby.
 - 2.10.2. **Boone County Courthouse** – 705 E. Walnut, Columbia, MO 65201. Deliver to the West side and ring the bell for service.
 - 2.10.3. **Boone County Public Works** – 5551 Highway 63 South, Columbia, MO 65201.
 - 2.10.4. **Johnson Building** – 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Deliver to Room 205. Paper products shall be delivered to the storage shed on the North side of the building.
 - 2.10.5. **Boone County Sheriff's Department** – 2121 County Drive, Columbia, MO 65202.
- 2.11. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Facilities Maintenance Department at the following address: 601 E. Walnut, Room 205, Columbia, MO 65201. Payment will be made within 30 days from receipt of an accurate invoice.
- 2.12. **RETURN OF GOODS** – County may cancel any purchase at any time for a full credit.
- 2.13. **PRODUCT SUBSTITUTIONS** – Bidders may offer an equal or better product substitute for any standard janitorial supply item. The bidder shall provide a substitute product list indicating the brand being offered. Interpretation of "equal or better" shall be determined at the sole discretion of the County staff.
- 2.14. **SAMPLES** - Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.15. **DESIGNEE** – Boone County Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, Missouri 65201.
- 2.16. **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.
- 2.17. **DESCRIPTIVE LITERATURE** - Bidders proposing to furnish items other than specified must submit complete descriptive literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.18. **METHOD OF ORDERING** - Orders will be requested via telephone, fax or on-line. The Contractor shall be required to confirm receipt of each request. The County would prefer to be able

to place orders on-line.

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.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

PRICING

4.8. JANITORIAL PRODUCTS STANDARD LIST

| | Unit Price | Case Price |
|--|------------|------------|
| 4.8.1. Degreaser Cleaner – 409 or Equivalent, Spray Bottle | \$ | \$ |
| Manufacturer: _____ | | |
| Product Size: _____ | | |
| Units Per Case: _____ | | |
| 4.8.2. Degreaser Refill – 409 or Equivalent | \$ | \$ |
| Manufacturer: _____ | | |
| Product Size: _____ | | |
| Units Per Case: _____ | | |
| 4.8.3. All Purpose Cleaner – 409 or Equivalent, Spray Bottle | \$ | \$ |
| Manufacturer: _____ | | |
| Product Size: _____ | | |
| Units Per Case: _____ | | |
| 4.8.4. All Purpose Cleaner Refill – 409 or Equivalent | \$ | \$ |
| Manufacturer: _____ | | |
| Product Size: _____ | | |
| Units Per Case: _____ | | |
| 4.8.5. Disinfectant Cleaner – PineSol or Equivalent, Spray Bottle | \$ | \$ |
| Manufacturer: _____ | | |
| Product Size: _____ | | |
| Units Per Case: _____ | | |

Unit Price

Case Price

| | | | |
|---------|---|----|----|
| 4.8.6. | Disinfectant Cleaner Refill – PineSol or Equivalent | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.7. | Toilet Bowl Cleaner – Acid Base, Squeeze Bottle | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.8. | Toilet Bowl Cleaner – Non-Acid Base, Squeeze Bottle | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.9. | Bathroom Cleaner – Comet or Equivalent, Spray Bottle | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.10. | Disinfectant Spray – Lysol or Equivalent, Various Scents | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.11. | Aerosol Furniture Polish – Pledge or Equivalent | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.12. | Aerosol Air Freshener – Various Scents | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.13. | Air Freshener – Cinnamon Hillyard HIL0107554 or Equivalent | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |
| 4.8.14. | Glass Cleaner – Trigger Spray Bottle | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |

| | Unit Price | Case Price |
|--|------------|------------|
| 4.8.15. Glass Cleaner Refill | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.16. Aerosol Stainless Steel Cleaner | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.17. Bleach | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.18. Carpet Stain Remover – Spray Bottle | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.19. Carpet Shampoo for Carpet Cleaning Machines | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.20. Floor Wax | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.21. Floor Stripper | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |
| 4.8.22. Gojo Foam Soap – Must fit Gojo Foam Soap Dispenser | \$ | \$ |
| Manufacturer: | | |
| Product Size: 1250 ml | | |
| Units Per Case: | | |
| 4.8.23. Liquid Hand Soap Refill – Lotion and Anti-Bacterial | \$ | \$ |
| Manufacturer: | | |
| Product Size: | | |
| Units Per Case: | | |

Unit Price

Case Price

4.8.24. **Hand Soap** – D.G.A. plus Antimicrobial Soap, Hillyard
HIL121703 or Equivalent

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.25. **Trash Bags** – Roll, Clear, 7-10 Gallon, Size 24x24

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.26. **Trash Bags** – Roll, Clear, Heavy Duty to Extra Heavy Duty
20-30 Gallon, approximate size 30x37

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.27. **Trash Bags** – Roll, Extra Heavy Duty, 50 Gallon or Larger,
approximate size 43x48

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.28. **Mop Heads** – Cut End and Loop End, All Sizes

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.29. **Powder Free Latex Gloves** – All Sizes

\$

\$

Manufacturer:

Product Size:

Units Per Case:

ALTERNATES

4.8.30. **Electrolux Vacuum Bags**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

4.8.31. **Windsor Vacuum Bags**

\$

\$

Manufacturer:

Product Size:

Units Per Case:

| | | | |
|---------|---|----|----|
| 4.8.32. | Filters for Windsor Back-Pack Vacuum | \$ | \$ |
| | Manufacturer: | | |
| | Product Size: | | |
| | Units Per Case: | | |

PAPER PRODUCTS

CASE PRICE

| | | | |
|---------|---|----|--|
| 4.8.33. | Toilet Tissue per Section 2.5.1. | \$ | |
| | Manufacturer: | | |
| | Sheet Size: | | |
| | Sheets Per Roll: | | |
| | Rolls Per Case: | | |
| | Sheets Per Case: | | |

| | | | |
|---------|--|----|--|
| 4.8.34. | Paper Towels per Section 2.5.2. | \$ | |
| | Manufacturer: | | |
| | Sheet Size: | | |
| | Sheets Per Roll: | | |
| | Rolls Per Case: | | |

| | | | |
|---------|---|----|--|
| 4.8.35. | Multi-Fold Natural Towels per Section 2.5.3. | \$ | |
| | Manufacturer: | | |
| | Sheet Size: | | |
| | Towels Per Package: | | |
| | Packages Per Case: | | |

| | | | |
|---------|---------------------------------------|----|--|
| 4.8.36. | Roll Towels per Section 2.5.4. | \$ | |
| | Manufacturer: | | |
| | Roll Size: | | |
| | Packages Per Case: | | |

| | | | |
|--------|--|---|----------------------|
| 4.9. | Maximum Percentage Increase for Renewal Periods | | |
| 4.9.1. | _____ | % | 2 nd Year |
| 4.9.2. | _____ | % | 3 rd Year |
| 4.9.3. | _____ | % | 4 th Year |
| 4.9.4. | _____ | % | 5 th Year |

4.10. **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.**

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name: _____

4.10.3. Today's Date: _____

4.11. 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

4.12. Please Describe Warranty:

4.13. Please Describe On-Line Order Capability:

4.14. Delivery ARO: _____ days



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior 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, Senior 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: 70-07DEC06 Janitorial Products Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.


December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 26th day of December 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 addition of \$32,163.40 to the State Rt. K Improvements at Scott Blvd Road Improvement Project contract.

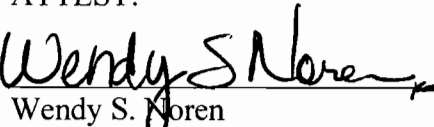
Done this 26th day of December, 2006.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

503-2006

**BOONE COUNTY DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One A (1-A) P.O. # 2006-169 Job No.: 06-415 Date: 12-18-06

Project Location: State Rt. K Improvements @ Scott Blvd.
~~Road Improvement Project~~

Under Construction
 Final Change Order / Closeout

Contractor: C. L. Richardson Construction

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of

Thirty-Two Thousand One Hundred Sixty-Three Dollars and 40/100 (\$ 32,163.40)

CONTRACTOR - C. L. Richardson Construction

SIGNATURE [Signature] DATE 12-18-06

Recommended by: Project Manager

Approved by Director [Signature]

SIGNATURE [Signature] DATE 12-18-06

Accepted by: Boone County

SIGNATURE [Signature] DATE 12-22-06

STATEMENT OF CONTRACT AMOUNT:

| | |
|---|---------------|
| ORIGINAL CONTRACT AMOUNT | \$ 471,171.30 |
| PREVIOUS ADDITIONS | \$ 0.00 |
| TOTAL | \$ 471,171.30 |
| PREVIOUS DEDUCTIONS | \$ 0.00 |
| NET PRIOR TO THIS CHANGE | \$ 471,171.30 |
| AMOUNT OF THIS CHANGE <u>X</u> ADD _____ DEDUCT | \$ 32,163.40 |

CONTRACT AMOUNT TO DATE

\$ 503,334.70

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Auditor [Signature] Date 12/19/06
204571105

EXHIBIT A

| Item # | Description | Qty. Change | Units | Price | Total |
|--|--------------------------------|------------------------|--------------|---------------|---------------------|
| 1 | Trench Rock Excavation | 49.23 | CY | \$ 185.00 | \$ 9,107.55 |
| 2 | Mass Rock Excavation | 40.74 | CY | \$ 185.00 | \$ 7,536.90 |
| 3 | Unsuitable Excavation | 302.20 | CY | \$ 1.97 | \$ 595.33 |
| 4 | Earth Fill (7-7-06) | 302.20 | CY | \$ 2.13 | \$ 643.68 |
| 5 | Type 2 Ditch Liner | 35 | CY | \$ 29.75 | \$ 1,041.25 |
| 6 | Excavate Soft Spots (8-1-7-06) | 454.56 | CY | \$ 1.97 | \$ 895.48 |
| 7 | Granular Fill (Line Item # 6) | 1036.15 | TON | \$ 14.75 | \$ 15,283.21 |
| 8 | Pavement Marking (CREDIT) | 1 | LS | \$ (2,940.00) | \$ (2,940.00) |
| TOTAL COST FOR CHANGE ORDER # 1 | | | | | \$ 32,163.40 |

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

26th

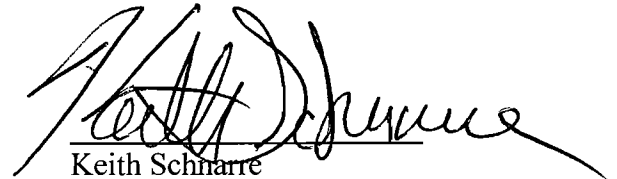
day of December

20 06

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

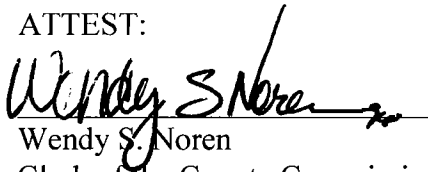
Now on this day the County Commission of the County of Boone does hereby approve the cost-share agreement for installation of an Alternative On-site Sewer System including System Maintenance at Lot four (4) of D and S Subdivision as shown by Plat of said subdivision recorded in Plat Book 15, Page 69, Boone County Records as part of the Bonne Femme Watershed Project.

Done this 26th day of December, 2006.

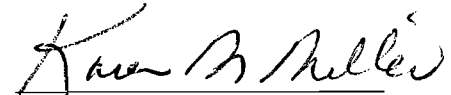


Keith Schnarre
Presiding Commissioner

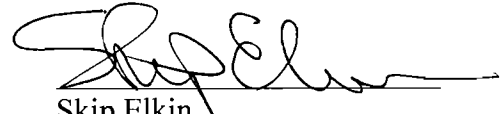
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**Agreement for Cost-Share
For Installation of Alternative Onsite Sewer System and System Maintenance**

Applicant Name: Jack and Carolyn Houseworth (Grantors for recording purposes)

Applicant address: 17064 CR 311, BOSWORTH, MO 64623

Property Legal Description: Lot four (4) of D and S subdivision as shown by Plat of said subdivision recorded in Plat Book 15, Page 69, Boone County Records

Best Management Practices (BMPs) to be installed: Alternative onsite sewer system.

Lifespan of practice: This practice must be maintained for 15 years from the time of installation.

Description of Practices: The practice will be a replacement of an existing sewage lagoon with an Aqua-Safe aerobic onsite wastewater collection and treatment system pumped to a drip irrigation field (sometimes referred to in this agreement as the "System").

The County of Boone (hereafter, 'Boone' and Grantee for recording purposes) and Jack and Carolyn Houseworth and their successors or assigns in title to the property upon which the system is installed (hereafter collectively called "Applicant") agree to the following terms and conditions:

The financial assistance provided is part of a cost-share project, with 60% of the cost to be provided by Boone, and 40% of the cost to be provided by Applicant in cash, labor (volunteer labor valued at the federal rate of \$17.19/hr.), equipment and materials. The specific items in this conservation practice that are eligible for cost-share are those included in the October 16th, 2006 bid from Bio-Gard, Inc. for the System (see attachment), and the 110 volt/20 amp circuit mentioned (but not included) in the bid.

It is understood and agreed that the following terms and conditions shall apply:

1. These cost-share funds will not cover the cost for any permits or inspection fees.
2. The installed System shall be properly maintained and repaired for 15 years following completion of installation in accordance with manufacturer's recommendations. It may periodically require repair and needed repairs shall be made immediately at the Applicant's sole expense. Applicant agrees that Boone officials and officials from the Columbia/Boone County Health Department, or successor agency, shall have the right to enter upon the property upon which the system is situated during reasonable times for the purpose of inspecting the System to verify that it is functioning in accordance with manufacturer's specifications and is in good repair. Applicant shall keep and maintain written records of System maintenance and repair and provide these records to such officials upon request. In the event that Boone officials determine that the System is not functioning in accordance with manufacturer's specifications or is not in good repair and give the Applicant 15 days or longer advance written notice of required corrective action and the Applicant fails or refuses to take corrective action within the time permitted by the notice, then in such event the Applicant consents to the condition requiring corrective action to be declared a public nuisance under the Boone County Code of Health

Bio-Gard, Inc.

P.O. Box 1484
 Columbia, MO 65205-1484
 573-442-0692
 573-442-0179(fax)

Estimate

| | |
|------------|------------|
| Date | Estimate # |
| 10/16/2006 | 565 |

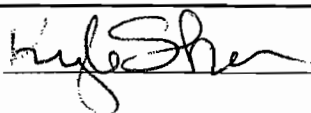
| |
|--|
| Name / Address |
| Mr. Jack Houseworth 17064 County Road 311 Bosworth, MO 64623 |

| |
|-------------|
| Job/Project |
|-------------|

| |
|--------------|
| 125 Spangler |
|--------------|

| Description | Total |
|---|--------------------|
| <p>Installation of an on-site sewer system at an existing home located at 125 Spangler, Boone County, MO. System sizing is based upon a soils evaluation by Dr. Randy Miles. We never received a copy of the evaluation but Dr. Miles stated verbally that it would have a loading rate of .075 gallons per day per square foot.</p> <p>System will be comprised of installing an Aqua-Safe aerobic system with pumping equipment. It is my belief that bench rock will be encountered, therefore the method we are proposing is to dig a hole as deep as the rock will allow and build a retaining wall and terrace around the tanks. The retaining wall will be constructed of Diamond block retaining wall blocks. The treated effluent from the tanks will be pumped up the hill to the north west corner of the property in the open grassy area. A curtain drain will be installed above the drip irrigation field. The drip irrigation field will be comprised of 2,400 linear feet of drip irrigation.</p> <p>Please note that we will strive to minimize damage to the site but some trees must be removed and others maybe damaged.</p> <p>A 10 volt 20amp dedicated circuit will need to be ran to the north east exterior corner of the garage by others. This is not included in this price quote.</p> <p>Pricing does not include any permit fees.</p> <p>Pricing includes engineering for the system.</p> <p>Pricing includes a two year limited warranty and service agreement.</p> | 22,145.05 |
| Sales Tax | 0.00 |
| Thank you for considering Bio-Gard, Inc. for your sewer system installation. | |
| Total | \$22,145.05 |

If unforeseen obstructions such as rock, utilities, etc., are encountered, additional charges may apply.

Signature 

THIS ABOVE PRICE IS GOOD FOR THIRTY (30) DAYS UNLESS APPROVED BY KYLE SHERN.

Regulations with corrective action taken by Boone to abate such nuisance chargeable as a special assessment against the property upon which the system is located.

3. Following is a detailed budget for the project for which the following estimates are not to be exceeded. Boone will only pay 60% of the Total Cost:

| | Applicant (40%) | Boone (60%) | Total Cost |
|---------------------|-----------------|-------------|------------|
| Onsite sewer system | \$8858 | \$13287 | \$22,145 |
| 110V/20A circuit | \$80 | \$120 | \$200 |

4. Applicant must provide documentation to the reasonable satisfaction of Boone detailing how they have satisfied the 40% match before they will be reimbursed by Boone. Any labor or materials to be counted as match shall be documented in the form of written records with the date and total time and labor used, and the quantity and price/quantity for each of the materials.

5. Any reimbursement costs claimed by Applicant are to be supported to the reasonable satisfaction of Boone by documentation from vendors, contractors, or other workers.

6. Boone officials must inspect the installation work to ensure they are completed as planned before funds are disbursed.

7. This System is a demonstration project. Therefore, on an annual basis, Applicant shall permit a brief public tour of the System at a time and date mutually agreed to by the Applicant and the organizer of the tour.

The Applicant understands that before receiving any funds it will be necessary to sign this agreement and agree to the terms and conditions contained in it. This agreement is intended to run with the land and be binding upon the Applicant and the Applicant's successors and assigns in title for the duration of the 15 year term after installation work is completed for purposes of maintaining System as installed and will be recorded with the Boone County Recorder of Deeds for that purpose. However, this agreement itself is not intended to constitute a lien upon the Applicant's property nor to have priority over any lien or security interest in the property, but shall be specifically enforceable with respect to the maintenance requirements specified in the agreement as well as under the Boone County Code of Health Regulations as presently enacted and further amended.

Signature Jack Houseworth date 12-19-06
Jack Houseworth

Signature Carolyn Houseworth date 12-19-06
Carolyn Houseworth

Signature Keith Selmarre date 12-26-06
Keith Selmarre, Presiding Commissioner



CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No encumbrance required 12/19/06
Auditor by eg Date
1750-71100

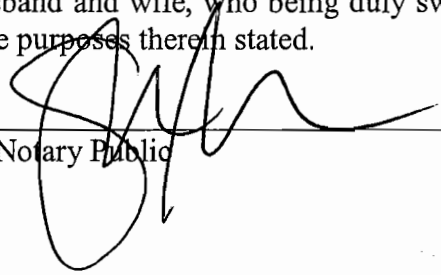
State of Missouri)

) ss

County of Boone)

On this 19th day of DECEMBER, 2006, before me personally appeared Jack and Carolyn Houseworth, husband and wife, who being duly sworn, did say that they executed the foregoing agreement for the purposes therein stated.

STEPHEN PARSHALL
Notary Public - Notary Seal
STATE OF MISSOURI
(seal)



Notary Public

My Commission Expires 9/21/2009
Commission # 05772183

State of Missouri)

) ss

County of Boone)

On this 26 day of December, 2006, before me personally appeared Keith Schnarre, to me known as the presiding commissioner of Boone County, Missouri, who being duly sworn, acknowledged the above agreement was duly executed by him on behalf of said county for the purposes therein stated.

(seal)
• NANCY M. RAY
Notary Public - Notary Seal
State of Missouri
County of Boone



Notary Public

My Commission Expires March 15, 2009
Commission #05406072

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term

Term. 20 06

In the County Commission of said county, on the

26th


day of December

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the amendment to the lease for Boone County Hospital Lease with BJC dated 12/27/06.

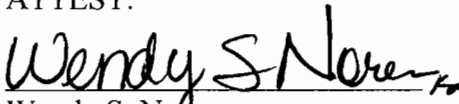
Done this 26th day of December, 2006.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE AGREEMENT ("Lease") is entered into as of December 27, 2006 and amends that certain Amended and Restated Lease which was effective as of the first day of January, 2001, by the Board of Trustees of Boone County Hospital, a county hospital organized pursuant to Chapter 205 RSMo. ("Lessor") and CH Allied Services, Inc., a Missouri not-for-profit corporation ("Lessee").

WITNESSETH:

WHEREAS, Boone County ("County") and/or Lessor is the owner of certain improved real property and equipment located principally at 1600 E. Broadway, Columbia, Missouri, said improvement being an acute care general hospital known as Boone Hospital Center (the "Hospital");

WHEREAS, pursuant to Missouri law, Lessor possesses the authority to govern and operate the Hospital and to lease the Hospital and all equipment and to therefore act as lessor of substantially all the real property and equipment of the Hospital, subject to the County's approval;

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement, effective as of January 1, 2001, between Lessor and Lessee, Lessor leased said real property and equipment to Lessee (the "Existing Lease");

WHEREAS, pursuant to the Existing Lease, Lessor had the right to serve notice of early termination of the Existing Lease and the parties desire to amend the Existing Lease in consideration of Lessor's election to not terminate the Existing Lease and other mutual covenants contained herein;

WHEREAS, Lessor desires to continue to lease said real property and equipment to Lessee so that Lessee can continue to provide needed health care services in the County and surrounding areas within the State of Missouri which have historically been serviced by the Hospital;

WHEREAS, Lessee has the resources and personnel to continue to operate an acute care general Hospital and provide services to the citizens of the County and surrounding areas, and Lessee is committed to operate the Hospital during the term of this Lease in a manner consistent with the statutorily prescribed responsibilities of the Trustees and applicable laws and regulations;

WHEREAS, Lessee desires to continue to lease the real property and equipment pursuant to the terms and conditions of the Lease as amended below;

WHEREAS, Lessor and the management of Lessee have determined that the construction of a New Patient Tower is in the interests of the Hospital and the citizens of Boone County; and

WHEREAS, this Lease Amendment is intended by the parties to improve their ability to fulfill their shared mission of improving the health of the people and the communities they serve.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. CAPITALIZED TERMS. All capitalized words not otherwise herein defined shall have the meanings set forth in the Existing Lease.

2. TERMINATION. Paragraph 2.(A) of the Existing Lease is modified to provide that the Existing Lease Term shall expire on December 31, 2015, subject to earlier termination only pursuant to Section 3.(A)(ii)–(iv) inclusive and 3.(B) of the Existing Lease, but not Section 3.(A)(i), which is hereby deleted.

3. ALLOCATION OF BHCF NET REVENUES. Paragraphs 4.(A)(ii) and 4.(A)(iv) of the Existing Lease are deleted and replaced by a new Section 4(A)(ii) which reads as follows: Commencing in the year the Trustees are required to begin amortizing the principal and interest on bonds issued to fund a portion of the cost of the New Patient Tower (which is expected to begin in 2008), Lessee commits to expend, on a three-year average basis for each successive three (3) year period during the term of the Lease, no less than seven percent (7%) of Net Revenues from all BHCF operations on capital expenditures (“Capital Expenditure Requirement”) exclusive of debt service, and to pay annual debt service of \$10 million per year for the duration of the Lease, or as otherwise mutually agreed by the parties. Lessee agrees that it will not unreasonably withhold its consent to the issuance of bonds by the Trustees relative to the New Patient Tower.

The annual payment to Lessee for “overhead” items (described in Section 4.(A)(v) of the Lease) will be eliminated, effective January 1, 2007. The parties further agree that all services listed on Exhibit E with respect to BJC corporate services to be performed by Lessee shall be included in the payment contemplated by Paragraph 4.(A)(vi) as herein amended, with the exception of the following: (a) information services operations and costs associated with same, including information system salaries and other information system employment related costs of local BHCF information systems employees, IT licenses applicable to BHCF activities, and all related hardware and software (except capital expenditures); and (b) special corporate services within the categories described in Exhibit E, if specific resources are dedicated to Hospital. The costs of such services described in (a) and (b) above will be considered Hospital Operating Expenses. Paragraph 4.(A)(vi) is amended to provide that commencing with January 1, 2009 the payment to Lessee of three percent (3%) of BHCF Net Revenues shall be reduced to two-and-one-half percent (2.5%) thereof for the remaining term of the Lease.

4. CASH SPLIT. Paragraph 4(C) of the Existing Lease is modified as follows: Effective January 1, 2008 Lessee shall no longer receive fifty percent (50%) of BHCF’s net increase in cash and cash equivalents. In calendar year 2008 Lessee shall receive thirty seven and one-half percent (37.5%) thereof and Lessor shall receive thirty seven and one-half percent (37.5%) with twenty-five percent (25%) to be retained for investment in BHCF. In calendar year 2009 and in each subsequent year of the term, Lessee shall receive twenty-five percent (25%) and Lessor shall receive twenty-five percent (25%) with fifty percent (50%) to be retained for investment in BHCF and the Boone Hospital Center community. The funds retained for BHCF investment will be invested in the Hospital based upon the mutual agreement of the Lessor and

the Lessee. Amounts retained by BHCF which have not been invested will be segregated and interest earned thereon will be for the benefit of BHCF. Any increase in amounts so segregated shall not be deemed an increase in cash or cash equivalents for purposes of determining the cash split in subsequent years. Investment interest on such funds shall not be deemed BHCF net revenues. Upon termination of the Lease, all such undisbursed funds shall be paid to Lessor. Commencing with calendar year 2008, if BHCF's net change in cash and cash equivalents is insufficient to satisfy the amount specified in Section 4(A), in 2008, the Lessee will be responsible for thirty seven and one-half (37.5%) of the shortfall and the Lessor will be responsible for 62.5% of the shortfall. Beginning in calendar year 2009, the Lessor shall be responsible for seventy five percent (75%) of any such shortfall and Lessee shall be responsible for twenty five percent (25%). Lessor and Lessee agree that commencing January 1, 2009 and for each year thereafter during the Lease Term the first \$500,000 available for a cash split will be paid as an additional payment to the County with such funds restricted for use by the County for community medical or health needs. Exhibits F and F-2 are modified in their entirety to adjust to the foregoing changes.

5. THE NEW PATIENT TOWER. The Lessor and Lessee, subject to final approval of the plans and specifications, have determined to proceed with the construction of a new bed tower ("New Patient Tower") to be financed with approximately \$100,000,000 of additional indebtedness. Lessor and Lessee agree to work with diligence and good faith to complete the plans and specifications. In consideration of Lessee's agreement to apply \$10,000,000 annually to debt service, as described above, the Lessee's capital expenditure commitment exclusive of the \$10,000,000.00 shall equal 7% of BHCF Net Revenues from all BHCF operations (as described in Paragraph 3 above). The parties acknowledge that to comply with the "three (3) year rolling average" described in the Existing Lease, Lessee may need to carry forward an additional amount in year 2008 and thereafter. The parties agree to an audit process to determine the dollar amount of such additional capital expenditure, as required by the Lease, as amended.

6. SEMI-ANNUAL MEETINGS. Lessee agrees that the CEO of BJC Healthcare shall meet with the Trustees of Lessor twice annually to review clinical quality and operating performance of BHCF and to listen to Lessor's concerns and observations relative to community needs.

7. LESSEE COMMITMENT. Consistent with the prior practice and commitment to the parties Lessee and Guarantor agree that Lessee's interest in the assets of BHCF shall not be pledged or hypothecated as part of any obligated group in which Lessee or Guarantor is a party and provided further that Lessee shall not grant any interest in or cause or permit any liens upon assets of BHCF which would prejudice Lessor's right to the return of all assets upon termination described in the Existing Lease.

8. EXISTING LEASE. Except as modified by this Amendment to Lease the other provisions of the Existing Lease shall be applicable and in full force and effect in the event of any conflict between the provisions of the Existing Lease and this Amendment to Lease, the provisions of this Amendment to Lease shall control. The Existing Lease and this Amendment to Lease constitute the entire agreement between the parties with respect to the Leased Property. Any reference to a default under the Existing Lease shall be deemed to refer to a default under the Existing Lease as modified by this Amendment to Lease.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment to the Amended and Restated Lease on the 26th day of December, 2006.

THIS LEASE CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

LESSOR:
BOARD OF TRUSTEES OF
BOONE COUNTY HOSPITAL

By: *Suzanne Shearer*
Its: *Chairman*

LESSEE:
CH ALLIED SERVICES, INC.

By: *Daniel J. Rothery*
Its: *President*

ACKNOWLEDGEMENT AND APPROVAL:

The Boone County Commission hereby approves this Lease Amendment and acknowledges its representations and warranties and all rights, liabilities and obligations under the Amended and Restated Lease and hereby agrees to abide by the terms and conditions applicable to the County.

BOONE COUNTY COMMISSION

By: *Keith Schuman*
Its: *Presiding Commissioner*

Christian Health Services Development Corporation hereby guarantees Lessee's performance of Lessee's obligations as set forth in this Lease.

CHRISTIAN HEALTH SERVICES DEVELOPMENT CORPORATION

By: *[Signature]*
Its: *CEO*