

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

In the County Commission of said county, on the

7th

day of August


20 08

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


Now on this day the County Commission of the County of Boone does hereby award bid 39-18JUL08 – Replacement & Installation of Ford Power Stroke Diesel Motor to Joe Machens Ford. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 7th day of August, 2008.

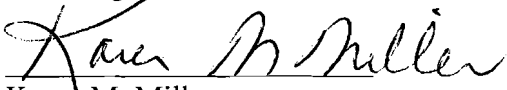
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
Replacement & Installation of Ford Power Stroke Diesel Motor**

THIS AGREEMENT dated the 7th day of August 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Joe Machens Ford**, 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 the Replacement & Installation of a Ford Power Stroke Diesel Motor, County of Boone Request for Bid for *Replacement & Installation of Ford Power Stroke Diesel Motor*, bid number **39-18JUL08** including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, Joe Machens Ford Memo dated July 23, 2008, the unexecuted Response Form, as well as the Contractor's bid response dated July 16, 2008 executed by Chris Early 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 terms, conditions, provisions and requirements contained in the bid specifications including Instructions and General Conditions of Bidding, Primary Specifications, Response Presentation and Review and the unexecuted Response Form and addendum one shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the following:

°One (1) new Ford Power Stroke Diesel Motor	\$10,339.58
°All labor and materials required for the replacement and installation of the new Ford Power Stroke Diesel Motor as specified and responded to in the bid specifications (\$2,362.99 less \$728.00).	\$1,634.99
TOTAL CONTRACT PRICE	\$11,974.57

A rebate for \$300 will follow completion of installation of motor from Ford.

3. **Delivery** - Contractor agrees to supply all finished work and materials as specified by the bid specifications to the Boone County Public Works Department within eight (8) days after order.

4. **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 bid 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 bid response to the specifications. The County agrees to pay all monthly statements 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.

5. **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.

6. **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.


7. **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:

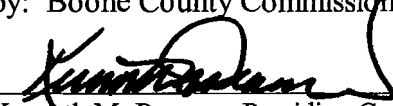
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

JOE MACHENS FORD

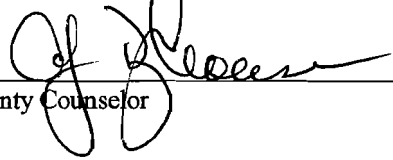
BOONE COUNTY, MISSOURI


by 
title Service Manager

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

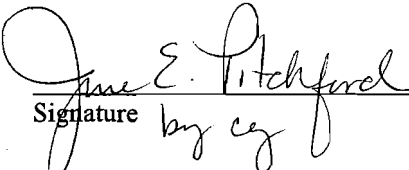
ATTEST:


County Counselor


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 is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature *by cej*

7/30/08
Date

92400 cef
2040-60200 - \$11,974.57
Appropriation Account

County of Boone

Purchasing Department

Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4392 to confirm receipt of bid. Bid MUST be received by July 18, 2008, 10:30 a.m. CST.

4. Response Form

4.1. Company Name: Joe machens Fords

4.2. Address: 1911 W Wacker, Columbia Mo 65205

4.3. City/Zip: 573-445-4411

4.4. Phone Number: 573-234-1832

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.

		<u>Fixed Price</u>
4.8.1.	<u>Complete Motor (As specified in section 2.3)</u>	<u>\$ 10339.58</u>
4.8.1.1.	<u>Manufacturer Name</u>	<u>Ford</u>
4.8.1.2.	<u>Model Number</u>	<u>3C3Z-6007-AA RM</u>
4.8.2.	<u>Installation (In accordance with section 2.2.)</u>	<u>\$ 2362.99</u>
4.8.3.	<u>TOTAL</u>	<u>\$ 12702.57</u>

4.9. Describe Warranty Features:

24 months unlimited miles

12 months Fuel Filter Assembly and Lines-

4.10. List any deviations from bid specifications:

8 Hours of Labor is for tear Down to find the problem-

any Fluids will be Extra, on Hoses and Belts, Clamps,

Also, you will receive a \$300.00 Rebate to send IN

For Engine.

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 X No

4.12. Installation will be completed within 5 days after issuance of the notice to proceed.

4.13. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.13.1. Authorized Representative (Sign By Hand):

Chris Early

Date: 7/16/08

4.13.2. Print Name and Title of Authorized Representative

Chris Early, Service Advisor

JOE
MACHENS BlueOvalCertified
FORD 

1911 West Worley • P.O. Box 1078 • Columbia, Missouri 65205 • (573) 445-4411

Fax Cover Sheet

573-446-7242

SEND TO <i>Boone County</i> Company Name: <i>2</i>	From: <i>Chris Early</i>
Attention: <i>Melinda Bobbitt</i>	Date: <i>7/16/08</i>

Urgent Reply ASAP Please comment Please review For your information

Total number of pages, including cover _____

COMMENTS:

_____ *Est for motor* _____

JOE
MACHENS Blue Oval Certified
FORD



1911 West Worley • P.O. Box 1078 • Columbia, Missouri 65205 • (573) 445-4411

7-23-08

8 HOURS OF DIAGNOSIS TIME IS INCLUDED IN THE
SUBMITTED BID PRICE. BOONE COUNTY PUBLIC WORKS
WOULD BE BILLED FOR 8 HOURS @ 91⁰⁰ HR OR \$728⁰⁰ IF
VEHICLE IS TAKEN ELSEWHERE FOR REPAIRS.

A circular stamp containing the handwritten initials "JM" or similar, likely representing Joe Machens.



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **39-18JUL08**
Commodity Title: **Replacement & Installation of Ford 6L Power Stroke Diesel
Motor in 2003 F550 Super Duty with Service Body, 4X4,
Automatic**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, July 18, 2008**
Time: **10:30 A.M. (Bids received after this time will not be considered
responsive)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St.
and Walnut St. Enter the building from the East Side. Wheel chair
accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **Friday, July 18, 2008**
Time: **10:30 A.M.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 208
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**
Attachment A **Prior Experience**
Standard Terms and Conditions
“No Bid” Form

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 an award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department Buyer of Record. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS 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 the furnishing, delivery, replacement, and installation of a **Ford 6L Power Stroke Diesel Motor in a 2003 F550 4X4, Automatic, Super Duty Truck** for the Boone Public Works Department in accordance with the specifications outlined below.
- 2.2. **Installation:** The new motor shall replace an existing motor inside a 4x4 automatic 2003 F550 Super Duty truck with service body.
- 2.3. **New Complete Motor:** One (1) Ford 6L Power Stroke Diesel Motor
- 2.3.1. **Base:** Bidder shall provide pricing on Response Page for a Base if bidding equipment other than brand specified in paragraph 2.3.
- 2.4. **WARRANTY** - The bidder shall include a description of the manufacturer’s warranty included with equipment and any and all other warranties offered as part of this contract.
- 2.5. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE:** Bidders must provide evidence that they have past experience in the installation of Diesel Motors for a minimum of five years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided similar services within the preceding 60 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Attachment A – Prior Experience* may be used to list references.
- 2.6. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7. **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.
- 2.8. **Guarantee:** Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the County, unless otherwise specified.
- 2.9. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the specifications for the **Ford 6L Power Stroke Diesel Motor** and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.10. **FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.12. **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.
- 2.13. **DESIGNEE** – Boone County Fleet Maintenance, Greg Edington, Fleet Manager, 5551 Hwy 63 South, Columbia, MO 65203. (573) 449-8515.
- 2.13.1. **Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer. 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: tboldan@boonecountymmo.org
- 2.14. **INVOICES:** Contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the monthly statement within thirty (30) days from receipt of a correct statement and all other required documents. The billing address is Boone County Public Works, 5551 Hwy 63 South, Columbia, MO 65203.
- 2.15. ***Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4392 to confirm receipt of bid. Bid MUST be received by July 18, 2008, 10:30 a.m. CST.***

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4392 to confirm receipt of bid. Bid MUST be received by July 18, 2008, 10:30 a.m. CST.

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.

		Firm, Fixed Price
4.8.1.	Complete Motor (As specified in section 2.3)	\$ _____
4.8.1.1.	Manufacturer Name	
4.8.1.2.	Model Number	
4.8.2.	Installation (In accordance with section 2.2.)	\$ _____
4.8.3.	TOTAL	\$ _____

4.9. Describe Warranty Features:

4.10. List any deviations from bid specifications:

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. Installation will be completed within _____ days after issuance of the notice to proceed.

4.13. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

4.13.1. Authorized Representative (Sign By Hand): _____ Date: _____

4.13.2. Print Name and Title of Authorized Representative

ATTACHMENT 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

Tyson Boldan, Buyer
(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 Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. 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.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

**Boone County Purchasing
Tyson Boldan,
Buyer**



601 E. Walnut-Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number: 39-18JUL08 – Replacement & Installation of Ford 6L Power Stroke Diesel Motor in 2003 F550 Super Duty with Service Body, 4X4, Automatic

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 08

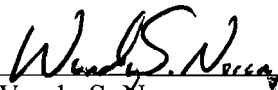
In the County Commission of said county, on the 7th day of August 20 08

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

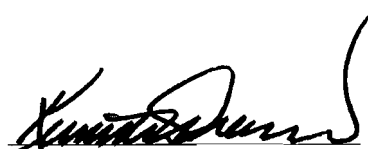
Now on this day the County Commission of the County of Boone does hereby award bid 33-10JUL08 – Lloyd Hudson Low Water Crossing Project to Streck Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 7th day of August, 2008.

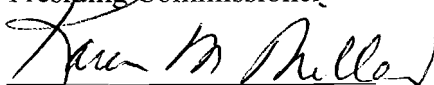
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

August Session of the July Adjourned

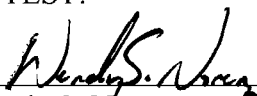
Term. 20 08

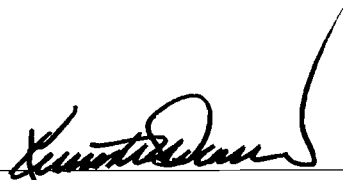
In the County Commission of said county, on the 7th day of August 20 08
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the use of Room 208 on August 15, 2008, from 8:30 a.m. through 12:00 p.m. by the Missouri Bar.

Done this 7th day of August, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

RECEIVED 08/07/2008

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Kip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Non-for-profit meeting helped to resolve fee disputes

Date(s) of Use: Friday, 8/15/08

Time of Use: From: 8:30 a.m./p.m. thru 12:00 (noon) a.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Office

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)

Name of Organization/Person: The Missouri Bar / Andrea Koelling

Organization Representative/Title: Membership Services Assistant

Address/Phone Number: 326 Monroe St, Jefferson City / 438-2260

Date of Application: 8/4/08

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:
Wendy S. [Signature]
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 8/7/08



THE MISSOURI BAR

THE MISSOURI BAR CENTER
326 MONROE ST.
P.O. BOX 119
JEFFERSON CITY, MISSOURI 65102
573/635-4128
FAX: 573/634-5804
WEB SITE: WWW.MOBAR.ORG

F A X

Date: August 4, 2008

To: Jessica Sapp

Fax: (573) 886-4311

From: Andrea Koelling

Re: Meeting on 8/15/08 for Room #208

Number of Pages including this cover page: 2

CONFIDENTIAL COMMUNICATION:

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is PRIVILEGED, CONFIDENTIAL and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original to us by mail without making a copy. Thank you.

Comments:

Please give me a call if you have any questions.

Thanks!

Andrea Koelling 
Membership Services Assistant
THE MISSOURI BAR
326 Monroe Street
Jefferson City, MO 65101
573.638.2260
573.634.5804 fax