CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20)6

County of Boone

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 06-07FEB06 Twenty Ton Trailer to Crown Power and Equipment.

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

Done this 7th day of March, 2006.

Keith Schharre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Commission Order # 81 - 200 6

PURCHASE AGREEMENT FOR Twenty (20) Ton Trailer

THIS AGREEMENT dated the	day of March_	2006 is made
between Boone County, Missouri, a political s	ubdivision of the State of Misse	ouri through the
Boone County Commission, herein "County" a	and Crown Power and Equip	ment, 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 Twenty (20) Ton Trailer, bid number 06-07FEB06 including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated February 6, 2006 and executed by Robert Crane, 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda 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 County with the following:

•	Item 4.7.1. – Trailer as per Section 2	\$16,954.00
•	Item 4.8. Trade In – 1996 Contrail C-20 10 Ton Trailer	(\$4,490.00)
	SN: 4KNFC1925TL161417	
•	For a total cost of	\$12 464 00

- 3. **Delivery** Contractor agrees to deliver the equipment per the bid specifications and within 6 to 8 weeks after receipt of order.
- 4. **Billing and Payment** All billing shall be invoiced to Boone County Public Work's Department and 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 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.

- 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

BOONE COUNTY, MISSOURI

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.

CROWN POWER AND EQUIPMENT

by	by: Boone/County C	ommission
title	Keith Schnarre, Presi	ding Commissioner
APPROVED AS TO FORM:	ATTEST:	
County Counselor	Wendey S. Norm, County	Morew Erry
AUDITOR CERTIFICATION		
In accordance with RSMo 55.660, I hereby certify that a suf available to satisfy the obligation(s) arising from this contract	ct. (Note: Certification of th	
the terms of the contract do not create in a measurable count	ty obligation at this time.)	0040/00000
Jame & Titch Lord	3/1/06	2040/92300 – \$12,464.00
Signature by Ch	Date	Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI **County of Boone**

March Session of the January Adjourned

Term. 20)6

In the County Commission of said county, on the

 7^{th}

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the State of Missouri's Cooperative Agreement C106000001 Patrol Cars to purchase one 2006 Ford Crown Victoria Police Interceptor for the Boone County Sheriff's Department and to dispose of one 2005 Ford Crown Victoria VIN 2FAFP71WX5X105032.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement and disposal form.

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

Karen M. Miller

District I Commissioner

District II Commissioner

Commission Order # 82-2006

PURCHASE AGREEMENT FOR

Patrol Cars

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 Patrol Cars in compliance with all bid specifications and any addendum issued for the State of Missouri Contract C106000001. All such documents shall constitute the contract documents which are 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 State of Missouri Contract C106000001 shall prevail and control over the vendor's bid response.
- 2. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

•	2006 Ford Crown Victoria Police Interceptor	\$20,117.00
•	Line Item 002 Comfort/Convenience Package	\$535.00
•	Line Item 010 Dealer Prep	\$555.00
•	Option 948 Power Windows (back inoperable)	\$25.00
•	Option 157 Power Locks (back inoperable)	\$25.00
•	Option 41H Engine Block Heater	\$35.00
•	Option 61K Heated Mirror	\$35.00
•	For a total purchase price of	\$21,327.00

- 3. **Delivery** Vendor agrees to deliver equipment as set forth in the bid documents and within 90 120 days after receipt of order.
- 4. **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 vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. **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 larmy title	by: Boone County Commission Keith Schnarre, Presiding Commissioner
APPROVED AS TO FORM: County Counselor	Mendy S. Noren, County Clerk
In accordance with RSMo 55.660, I hereby certify that a suf available to satisfy the obligation(s) arising from this contract the terms of this contract do not create a measurable county	ct. (Note: Certification of this contract is not required if
	1255 52 100 \$21,527.00
Signature June Litchford by Kf	Date Appropriation Account

NOTIFICATION OF STATEWIDE CONTRACT

October 19, 2005

CONTRACT TITLE: VEHICLES: PATROL CARS

CURRENT CONTRACT PERIOD: AUGUST 22, 2005 THROUGH END OF 2006 MODEL YEAR

BUYER INFORMATION:

Cale Turner

(573) 526-2716

cale.turner@oa.mo.gov

RENEWAL INFORMATION	NO RENEWAL OPTION AVAILABLE

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.**PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS MANDATORY FOR ALL STATE AGENCIES.

Local Purchase Authority shall <u>not</u> be used to purchase supplies/services included in this contract unless specifically allowed by the contract terms.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C106000001	4309186700 0	Joe Machens Ford Contact: Steve Veltrop, Jr. 1911 West Worley Columbia, MO 65203 Phone: (573) 445-4411 ext. 275 Fax: (573) 445-3615	No	Yes
C106000002	4313370020 1	Don Brown Chevrolet Contact: David Helterbrand 2244 South Kingshighway St. Louis, MO 63110 Phone: (314) 772-1400 Fax: (314) 772-5015	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
08/22/05 – End of Model Year	10/19/05	Buyer name and contact information change.
08/22/05- End of Model Year	08/22/05	Initial issuance of new statewide contract

PATROL CARS – 2006 MODEL YEAR (Statewide)

GENERAL INFORMATION

C106000001 and C106000002 are established for the purchase of model year 2006, police package sedans. These are law enforcement vehicles and their purchase must be intended for law enforcement use. Specific information on warranty, ordering and delivery terms follows. Vehicle specifications and prices, including options, are included herein.

BRAND AND MODEL

C106000001: Brand: Ford Model: Crown Victoria Police Interceptor

C106000002: Brand: Chevrolet Model: Impala

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service. If special forms must be filed with the contractor, the State of Missouri will comply with this request.

The warranty period which covers parts and labor is stated below. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: 3 years or 36,0000 miles - whichever occurs first Warranty on Labor: 3 years or 36,000 miles - whichever occurs first

ORDERING

The agency shall issue its own PGQ (Quick Price Agreement) order on an as needed basis. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for all line items in SAM II will be 07006.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted.

In the event the contractor fails to deliver the vehicle by the stated ARO time, the State of Missouri reserves the right to find the same or similar vehicle from another source, and to charge the contractor the difference for the substitution. The State of Missouri reserves the right to exercise this clause on a case-by-case basis, and to consider the degree of contractor responsibility in the delay.

PATROL CARS – 2006 MODEL YEAR (Statewide)

Contract Number: C106000001 Contractor: Joe Machens Ford

Line Item 001

Commodity Service Code: 07006

MAKE/MODEL: 2006 Ford Crown Victoria Police Interceptor PRICE: \$20,117.00

EQUIPMENT INCLUDED IN PRICE

- -V-8, 4.6 Liter Gasoline Engine
- -Heavy-Duty Cooling System
- -Auxiliary Engine Oil Cooler
- -Rear Wheel Drive
- -Air Conditioning
- -4 speed Automatic Transmission with Overdrive
- -3.27 to 1 Rear Axle Ratio
- -Cruise Control
- -Heavy Duty Power Steering with Oil Cooler and without Speed Sensitive Variable Assist
- -Heavy-Duty Fade Resistant Four Wheel Disc Brakes with Power Booster
- -Heavy-Duty Front and Rear Springs and Shock Absorbers
- -Heavy-Duty Front and Rear Stabilizer Bars 200 Ampere, High Output Alternator
- -/8 Ampere Hour, Battery
- -Automatic Truck Release
- -Heavy Duty Front Bucket Seats
- -Reinforced Cloth Fabric Rear Bench Seat
- -Standard production solid color exterior and standard interior trim

- -AM/FM Radio
- -Radio Noise Suppression Package
- -Power Windows and Door Locks
- -Electric Rear Window Defroster
- -Full carpeting, both front and rear & floor mats
- -Protective body side moldings
- -Intermittent Wipers
- -Tilt Steering Wheel
- -Speedometer, Police Type, 0-140 MPH, Certified for Accuracy within Two Percent
- -Five Tires, P235/55R17
 - A/S BSW speed rated, Goodyear
- -Five wheels, heavy duty, 17" x 7", Equipped with Full Wheel Covers
- -Front License Bracket
- -Spotlight Provision, Left Hand with 6" Unity Halogen Spotlight Installed
- -Auxiliary Dome Lamp, High Intensity
- -Single Key Locking System
- -Air Bags: Second Generation Driver and Passenger Air Bags
- -Side Air Bags: Driver and Passenger
- -Interceptor Trunk Pack (option code 14T)
- -Police Power Pigtail (Option Code 179)

AVAILABLE OPTIONS

Line Item 002 - \$ 535.00

Comfort convenience package, to include power driver's seat, speed control, and AM/FM stereo with cassette.

Line Item 003 - \$ 155.00

Heavy duty split front seat, with folding center arm rest, reinforced for increased support and durability covered with regular production interior cloth fabric.

Line Item 004 - \$189.00 credit

Speed control, delete

Line Item 005- \$ 38.00 credit

Full wheel covers, delete and replace with standard police hub caps

Line Item 006 - \$ 160.00 credit

Ford Police Interceptor Trunk Pack, delete

DELIVERY: 90-120 days after receipt of order - Subject to delays.

PATROL CARS - 2006 MODEL YEAR (Statewide)

The following line items will apply to co-operative procurement and state agency orders.

Line Item 010 - \$555.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 011 - \$.50 per mile

Total round trip mile to deliver the cooperative procurement and other state agencies vehicles if requested.

Line Item 012 - \$125.00

Service manuals ordered by co-op agencies.

Contractor: Don Brown Chevrolet Contract Number: C106000002

Line Item 008

Commodity Service Code: 07006

PRICE: \$17,573.00 MAKE/MODEL: 2006 Chevrolet Impala 9C1

EQUIPMENT INCLUDED IN PRICE

- -V-6, 3.9 Liter Gasoline Engine
- -Heavy-Duty Cooling System
- -Front Wheel Drive
- -Air Conditioning
- -4 Speed Automatic Transmission with Overdrive
- -3.29 to Drive Axle Ratio
- -Cruise Control
- -Heavy Duty Power Rack And Pinion Steering With Oil Cooler
- -Heavy-Duty Fade Resistant Four Wheel Anti-Lock Disc Brakes With Power Booster
- -Front And Rear Macpherson Strut Suspension System With Front And Rear Stabilizer Bars
- -125 Ampere Alternator
- -690 CCA Battery
- -Automatic Trunk Release
- -Heavy Duty Front Bucket Seats
- -No Center Console
- -Single Key Locking System
- -Standard Production Solid Color Exterior And Standard Interior Trim -Auxiliary Dome Lamp

- -Cloth Fabric Rear Bench Seat
- -AM/FM Radio w/CD
- -Radio Noise Suppression Package
- -Power Windows And Door Locks
- -Electric Rear Window Defroster
- -Full Carpeting, Both Front And Rear
- -Protective Body Side Moldings
- -Police Type Certified Analog Speedometer Certified For Accuracy Within 2%
- -Four Tires, P225/60R16 Purelli V Rated Blackwall, H Speed Rated
- -Four Wheels, Heavy Duty, 16" X 6.5", Equipped With Bolt On Steel Center Caps
- -Spare Tire/Wheel
- -Intermittent Wipers
- -Tilt Steering Wheel
- -Front License Bracket
- -Spotlight Provision, Left Hand With 6" Unity Halogen
 - Spotlight

PATROL CARS – 2006 MODEL YEAR (Statewide)

AVAILABLE OPTIONS

Line Item 009 - \$ 84.00 (credit)

Full wheel covers, delete

DELIVERY: Approximately 70 days after receipt of order.

The following line items will apply to co-operative procurement and state agency orders.

Line Item 010 - \$ 357.00 per vehicle

Other state agencies and cooperative procurements may purchase cars off of this contract. The total vehicle preparation cost for the vehicles processed through the contractor's dealership is a per vehicle price.

Line Item 011 - \$.91 per mile

Total round trip mile to deliver the cooperative procurement and other state agencies vehicles if requested.

Line Item 012 - \$90.00

Service manuals ordered by co-op agencies.

PATROL CARS- 2006 MODEL YEAR (STATEWIDE CONTRACT)

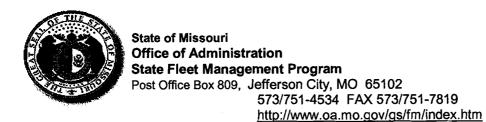
State of Missouri Office of Administration Division of Purchasing and Materials Management Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. Comments should include those of the product's end user. Contract No.: Contractor: ______ Describe Product Purchased (include Item No's., if available): Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations **Product Rating** Rate 1-5, 5 best Product meets your needs Product meets contract specifications Pricing Contractor Rating Rate 1-5, 5 best imeliness of delivery Responsiveness to inquiries Employee courtesy Problem resolution Recall notices handled effectively Comments: ______ Prepared by: _____ Title: ____ Agency: ____ Date: _____ Phone: ____ Email: ____ Address:

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
You may also e-mail form to the buyer as an attachment at

cale.turner@oa.mo.gov



VEHICLE PRE-APPROVAL FORM

INFORMATION & INSTRUCTIONS ON PAGE 2

	- 		
1. REQUEST NEW VEHICLE			
Department/Division			
SAM II Order #: (Document Type, Agency Number & Document Number) Year/Make/Model Expansion Vehicle New Replacement Vehicle Used Vehicle Category (see instructions) Vehicle Subcategory (see instructions)	Estimated Annual Miles Vehicle Purpose (see instructions) Employee Transportation Client Transport Task Specific Vehicle (list Task Code) Special Purpose Vehicle (must be specially equipped, please list Special Purpose Code)		
Primary Assignment ☐ Individual ☐ Function ☐ Pool	equipped, piedes not operative dipose estably		
Assignment Name (name of employee, work unit)			
2 IDENTIFY SURPLUS VEHICLE			
License Number	Vehicle Purpose (see instructions) Employee Transportation		
	☐ Client Transportation☐ Task Specific Vehicle (list Task Code)		
Year/Make/Model	Special Purpose Vehicle (must be specially equipped,		
Current Odometer Reading	please list Special Purpose Code)		
Vehicle Category (see instructions)			
Vehicle Subcategory (see instructions)	Reason for Replacement Normal (7 years old or 105,000 miles) Other (attach additional page if necessary)		
Primary Assignment Individual Function Pool			
3. APPROVALS			
Agency Head Signature or Designee	State Fleet Manager		
Date:	Date:		

^{***}Additional information may be submitted on a separate page if necessary.



VEHICLE PRE-APPROVAL FORM

GENERAL INFORMATION

All purchases of expansion or replacement vehicles must be compliant with the Vehicle Acquisition Section of the State Vehicle Policy (SP-4). The State Vehicle Policy may be viewed at http://www.oa.mo.gov/gs/fm/index.htm.

All new or used vehicle purchases under 8,500 GVWR (Gross Vehicle Weight Rating) must be preapproved by the State Fleet Manager. This includes vehicles purchased directly from other agencies or State Surplus Property. Agencies must use one of the following commodity codes when processing a PGQ or PDQ document:

07006 – Automobiles & Station Wagons

07007 - Autos, Station Wagons, Vans, Trucks, Alternative Fuel

07048 – Trucks (One Ton And Less Capacity)

07092 -Vans

Agencies must submit the Vehicle Pre-Approval Form to the State Fleet Manager as soon as possible to facilitate the review of the purchase order.

INSTRUCTIONS

- 1. Complete Section 1 with information on the vehicle to be purchased. For expansions, submit letter explaining the need to expand the size of the fleet.
- 2. Complete Section 2 with information on the vehicle to be replaced (if applicable).
- 3. Obtain approval from agency head or designee and submit to the State Fleet Manager at the above address.
- 4. The below codes/values are available on the Fleet Management Website at: http://www.oa.mo.gov/gs/fm/tablevalues.htm
 - Vehicle Category
 - Vehicle Subcategory
 - Task Specific Vehicle
 - Special Purpose Vehicle
- 5. The State Fleet Manager will apply final approval to the purchase order once the Vehicle Pre-Approval Form has been approved.
- 6. State Surplus Property requires a signed pre-approval form prior to selling a used vehicle to a state agency.

QUESTIONS: Contact Cynthia Dixon, State Fleet Manager at 573/751-4534.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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March Session of the January Adjourned

Term. 2006

County of Boone

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Missouri Department of Transportation's Cooperative Agreement 3-010517 Tandem Axle Trucks and Spreaders to purchase four tandem axle dump trucks and four spreaders for the Boone County Public Works Department and to dispose of the following trucks and spreaders:

- 1995 Henderson FSH-10 10' Material Spreader S/N: 16857
- 1995 Henderson FSH-10 10' Material Spreader S/N: 16856
- 1992 Swenson 10' Material Spreader S/N: 57822
- 1992 Swenson 10' Material Spreader S/N: 57823
- 1994 International 4900 x 2 VIN: 1HTSDAAN6RH594592
- 1995 Ford LN8000 4 x 2 VIN: 1FDXR82EXSVA83045
- 1996 International 4900 4 x 2 VIN: 1HTSDAAN4VH441610
- 1997 International 4900 4 x 2 VIN: 1HTSDAAN6VH441611.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said agreement and disposal form.

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

PURCHASE AGREEMENT FOR TANDEM AXLE TRUCKS AND SPREADERS

THIS AGREEMENT dated the _	7	_ day of _	March	2006 is made between
Boone County, Missouri, a political subdiv	vision o	f the Stat	e of Missouri thro	ough the Boone County
Commission, herein "County" and Internat	tional T	ruck and	Engine Corp., her	rein "Vendor."

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 Tandem Axle Trucks and Spreaders in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract 3-010517. All such documents shall constitute the contract documents which are 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 Missouri Department of Transportation Contract 3-010517 shall prevail and control over the vendor's bid response.
- 2. *Purchase* The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

•	Four (4) Tandem Axle Trucks	\$389,276.00
•	Four (4) Spreaders	\$ 35,400.00
•	For a total purchase price of	\$424,676,00

- 3. **Delivery** Vendor agrees to deliver equipment as set forth in the bid documents and within 120 days after receipt of order.
- 4. *Billing and Payment* All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. *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.

INTERNATIONAL TRUCK & ENGINE COR	P BOONE COUNTY, MISSOURI
bytitle	by Boone County Commission Keith Schnarre, Presiding Commissioner
APPROVED AS TO FORM: County Counselor	Wendy S. Noren, County Clerk
In accordance with RSMo 55.660, I hereby certify that a suff available to satisfy the obligation(s) arising from this contract terms of this contract do not create a measurable county oblight	t. (Note: Certification of this contract is not required if the
\sim	2040/92400 - \$389, 276.00
June E. Litchfool	3/1/06 2040/92300 - \$35,400.00
Signature	Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI **County of Boone**

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the City of Columbia's Cooperative Contract 50/2006 with I-70 Towing L.L.C. of Columbia, Missouri for vehicle towing services. This is a term and supply contract.

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

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

District I Commissioner

District II Commissioner

PURCHASE AGREEMENT FOR VEHICLE TOWING SERVICES TERM AND SUPPLY

THIS AGREEMENT dated the	7	_day of _	March	_ 2006 is made
between Boone County, Missouri, a politic	cal subd	ivision of	the State of Mis	souri through the
Boone County Commission, herein "Coun	ty" and	I-70 Tow	ing, LLC, herei	n "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 Towing Services in compliance with all bid specifications and any addendum issued for the City of Columbia Contract 50/2006. All such documents shall constitute the contract documents which are 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 City of Columbia Contract 50/2006 shall prevail and control over the vendor's bid response.
- 2. Contract Duration This agreement shall commence on the date written above and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.
- 3. **Purchase** The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Vehicle Towing Services on an as needed basis per the bid specifications.
- 4. **Billing and Payment** All billing shall be invoiced to the appropriate department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. 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 Vendor, 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. *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 is 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.

I-70 TOWING, L.L.C.	BOONE COUNTY, MISSOURI
by	by: Boone County Commission
title	Keith Schnarre, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
County Counselor	Wendy S. Norod, County Clerk
	rtify that a sufficient unencumbered appropriation balance exists and it om this contract. (Note: Certification of this contract is not required it asurable county obligation at this time.)
Term & Lupply - No Encume Signature	County-Wide Term and Supply
Signature	Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20)6

County of Boone

In the County Commission of said county, on the

 7^{th}

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 09-07FEB06 Digital Cameras and Accessories to W.B. Hunt Company, Inc.

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

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Commission Order # 85 - 200 6

PURCHASE AGREEMENT FOR DIGITAL CAMERAS AND ACCESSORIES

THIS AGREEMENT dated the _____ day of ______ 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and W. B. Hunt Co., 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 the Digital Cameras and Accessories, bid number 09-16FEB06 including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated February 14, 2006 and executed by Martin Weiskoff, 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 Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda 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 County with the following:

•	Item 4.7.1. – Fourteen (14) Digital Cameras as per section 2.2.	\$5,169.50
•	Item 4.7.2. – Fourteen (14) Kodak P20 Zoom Flashes	\$1,399.72
•	Item 4.7.3. – Fourteen (14) 512 MB SD Cards	\$ 367.50
•	For a total cost of	\$6,936.72

- 3. **Delivery** Contractor agrees to deliver the equipment per the bid specifications and within 7 to 14 days after receipt of order.
- 4. **Billing and Payment** All billing shall be invoiced to 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 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.

- 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.

THE THEFT OF THE

W.B. HUNT CO. INC	BOONE COUNTY, MISSOURI
by	by Boorle County Commission
title	Keith Schnarre, Presiding Commissioner
APPROVED AS TO FORM:	ATTEST:
	Wendy S. Noren, Jounty Clerk Wendy S. Woren, Jounty Clerk
County Counselor	Wendy S. Noren, Jounty Clerk
AUDITOR CERTIFICATION	
In accordance with RSMo 55.660, I hereby certi	fy 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 the contract do not create in a measu	rable county obligation at this time.)
	2901/91300 -
Que Pitchford by K	£ 3/1/2006 \$6,936.72
Signature /	Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI **County of Boone**

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 11-23FEB06 Generator Inspection Services to Comet Industrial Products. This is a term and supply contract.

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

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Clerk of the County Commission

District I Commissioner

District II Commissioner

Commission Order # 86-2006

PURCHASE AGREEMENT FOR

GENERATOR INSPECTION SERVICES TERM AND SUPPLY

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 Generator Inspection Services Term and Supply, County of Boone Request for Bid, bid number 11-23FEB06, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, addendum #1, as well as the Contractor's bid response dated February 16, 2006 and executed by Charles Shockley, 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 unexecuted Response Form, addendum #1, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on Date of Award and extend through December 31, 2006 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 sections 4.7.1., 4.7.2., 4.7.3., and 4.7.5., and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
 - 4. Service Contractor agrees to provide the services as outlined in the bid specifications.
- 5. Billing and Payment All billing shall be invoiced to the Boone County 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.

Comm	ission	Order	#

- **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.

COMET LYDYSTRIAL PROBUCTS	BOONE CO	UNTY, MISSOURI
by Mulu Abrilley	by: Boone C	ounty commission
title Service Manager		1) dyau
address 2405 Nicholsonfie.	/ Keith Schner	re, Presiding Commissioner
Kansas City, MO64120		
^		
APPROVED AS TO FORM:	ATTEST:	_
County Counselor	Wendy S. No	dy S. Noren box
AUDITOR CERTIFICATION		
In accordance with RSMo 50.660, I hereby certify th	at a sufficient une	ncumbered appropriation balance
exists and is available to satisfy the obligation(s) aris	sing from this cont	ract. (Note: Certification of this
contract is not required if the terms of this contract d	lo not create a mea	surable county obligation at this
une Evitch for al	3/1/06	6100/60050 Term/Supply
Signature by cz	Date	Appropriation Account

CONTRACT DOCUMENTS BOONE COUNTY, MISSOURI

BID NO: 11-23FEB06 Generator Inspection Services

ADDENDUM #1 (Issued February 17, 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. Add Section 2.1.2.1, as follows:

The following list of generators is provided for informational purposes only. The County does not guarantee the accuracy of this information. It is the bidder's sole responsibility to inspect and verify the Types of generators prior to submitting a bid response.

Roger B Wilson Boone County Government Center

Generator: Kohler Model 50r0zj71

Serial #: 356743Engine: John Deere

Serial #: CD4039T17148B

Fuel: Diesel

Boone County Jail Main Generator

Generator: Kohler Model 10RY62

Serial #: 266218Engine: UnknownSerial #: Unknown

Fuel: Diesel

Boone County Courthouse

Generator: Onan Model 60EN L

Serial #: H910410675
Engine: Unknown V-8
Serial #: Unknown
Fuel: Natural Gas

Robert L. Perry Juvenile Justice Center

Generator: Kohler Model 10RY62

Serial #: 355479Engine: Ford

Serial #: CG-6491-6005-F

Fuel: Propane

Boone County Jall Fuel Island

Generator: Kohler Model 80637436

Serial #: 7A00043
Engine: Unknown
Serial #: Unknown
Fuel: Propane

Rv:

Heather Turner, CPPB Buyer, Purchasing

BIDDER has examined copy of Addendum #1 to Bid Number 11-23FEB06 Generator Inspection Services Term & Supply, receipt of which is hereby acknowledged:

Company Name:

JOMEY LACK

Products, Inc

Address:

2405 Nicholson AVE.

Kansas City, Mo 64120

Phone Number: 8/6-245-5400

Fax Number: <u>8/6-245-5435</u>

Authorized Representative Signature:

~ Date: Z-22-0%

4.	Response Form – Submit three (3) complete copies of your Response in a single sealed envelope,
	clearly marked on the outside, left corner with your company name and return address, the bid
	number, and the due date and time.

4.1.	Company Nan	e: Comet Industrial Products
4.2.	Address:	
4.3.	City/Zip:	2405 Nicholson Ave.
4.4.	Phone Number	Kansas City, Mo 64120 816-245-5400
4.5.	Fax Number:	016 243 5100

4.6. Federal Tax ID: #44-0665781

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

4.7. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

	Location	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)
4.7.1.	Government Center_	\$ 330.00	4	s 1320.00	\$ 134.00	\$ 1454.00
4.7.2.	Juvenile Justice Center	\$ 220.00	4	\$ 880.00	\$ 134.00	\$ 1014.00
4.7.3.	Boone County Jail	\$ 220.00	4	\$ 880.00	\$ 134.00	\$ 1014.00
4.7.4.	Boone County Jail Fuel Station	\$ 220.00	4	\$ 880.00	\$ 134.00	\$ /0/4.00
4.7.5.	Boone County Courthouse	\$ 330.00	4	s/320.00	\$ 134.00	\$ 1454.00
4.7.6.	GRAND TOTAL					\$ 5,950.00
4.7.7.	Rental Equipment			15_% over co	ost	
4.8.	Repairs					_
4.8.1.	Head Mechanic		\$	80,00 /hour		
4.8.2.	Assistant Mechanic		\$	60.00 /hour		
4.8.3.	Percentage over Cost for Repair Parts			25 % over	cost	

4.9.	Renewal Percentages
4.9.1.	Maximum % Increase 2 nd Contract Period:%
	Maximum % Increase 3 rd Contract Period: 6 %
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:
	Charles Shockley Today's Date: 2-16-06
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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1.	Prior	Services	Performed	for.
1.	TIVI	DCI ATCES	T CLIOI IIICU	101:

Company Name: Boone County Facilities Address: 601 E walnut Columbia, MO 65201 Contact Name: Ken Roberts Telephone Number: 573-886-4401

Date of Contract: Current

Length of Contract:

Description of Prior Services (include dates):

Maintained Service Contract Since 2003

2. **Prior Services Performed for:**

Company Name: City of Blue Springs Address: 903 W. Main Blue Springs, MO 64015 Contact Name: Craig Nater Telephone Number:

Telephone Number: 8/6-228-0192

Date of Contract: Current

Length of Contract: /year

Description of Prior Services (include dates):

Maintained Service Contract Since 1998

3. Prior Services Performed for:

Company Name: City of Overland Park

Address: 8500 Sante Fe Dr.

Overland Park, KS 66212

Contact Name: Russ Dent or Brian Kahn
Telephone New York

Telephone Number: 913-895-6278

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

froviding Maintenance Service on generators since 2000



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.

CONTRACT DOCUMENTS BOONE COUNTY, MISSOURI

BID NO: 11-23FEB06 Generator Inspection Services

ADDENDUM #1 (Issued February 17, 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. Add Section 2.1.2.1. as follows:

The following list of generators is provided for informational purposes only. The County does not guarantee the accuracy of this information. It is the bidder's sole responsibility to inspect and verify the types of generators prior to submitting a bid response.

Roger B Wilson Boone County Government Center

Generator: Kohler Model 50r0zj71

Serial #: 356743Engine: John Deere

Serial #: CD4039T17148B

Fuel: Diesel

Boone County Jail Main Generator

Generator: Kohler Model 10RY62

Serial #: 266218Engine: UnknownSerial #: Unknown

Fuel: Diesel

Boone County Courthouse

Generator: Onan Model 60EN L

Serial #: H910410675
Engine: Unknown V-8
Serial #: Unknown
Fuel: Natural Gas

Robert L. Perry Juvenile Justice Center

• Generator: Kohler Model 10RY62

Serial #: 355479Engine: Ford

Serial #: CG-6491-6005-F

Fuel: Propane

Boone County Jail Fuel Island

Generator: Kohler Model 80637436

Serial #: 7A00043
Engine: Unknown
Serial #: Unknown
Fuel: Propane

Heather Turner, CPPB
Buyer, Purchasing

BIDDER has examined copy of Addendum #1 to Bid Number 11-23FEB06 Generator Inspection Services Term & Supply, receipt of which is hereby acknowledged:

Company Name:	
Address:	
<u>-</u>	
Phone Number:	Fax Number:
Authorized Representative Signature:	Date:

Boone County Purchasing

601 E. Walnut, Room 209 Columbia, MO 65201



Heather Turner, CPPB, Buyer

(573) 886-4392 - FAX (573) 886-4390 Email: hturner@boonecountymo.org

Bid Data

Bid Number: 11-23FEB06

Commodity Title: Generator Inspection Services Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, FEBRUARY 23, 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 Openina

Day / Date: THURSDAY, FEBRUARY 23, 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. 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 email, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** 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 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 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 Date of Award through December 31, 2006, and may be automatically renewed for an additional two (2) years unless canceled by 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 AND/OR SERVICES TO BE PROVIDED Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Generator Inspection Services for various Boone County facilities.
- 2.1.1. The contractor shall provide all generator inspection services in accordance with any and all laws, regulations codes and standards relating to the services required in this bid request.
- 2.1.2. Locations: The contractor shall inspect and/or service generators at the following locations:
 - Roger B Wilson Boone County Government Center 801 E. Walnut, Columbia, MO 65201
 - Robert L. Perry Juvenile Justice Center 5665 N Roger Wilson Memorial Drive, Columbia, MO 65202
 - Boone County Jail 2121 County Drive, Columbia, MO 65202 (There are 2 generators at this location)
 - Boone County Courthouse 705 E. Walnut, Columbia, MO 65201
- 2.1.2. **Hours of Work:** The contractor may inspect and/or service the generators at the Boone County Jail and the Robert L. Perry Juvenile Justice Center during normal business hours, but the generators at the Roger B Wilson Boone County Government Center and Boone County Courthouse **must** be inspected and/or serviced after 6:00 p.m. The contractor must schedule all inspections and/or repairs with the Facilities Maintenance Manager.
- 2.2. **Contract Duration** The Term and Supply Contract period shall be from Date of Award through December 31, 2006, 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.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. Contract Extension The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **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.
- 2.2.5. Quantity The quantity of services specified herein are estimates based on past usage and anticipated future requirements and as such, do not constitute a guarantee on the part of the County. The County reserves the right to add, delete, or change the service required at any time during the term of the contract.
- 2.2.6. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3.. **TECHNICAL SPECIFICATIONS** The contractor shall provide generator inspection services in accordance with the following specifications:
- 2.3.1. The contractor shall perform four (4) quarterly inspections of all generators at the locations listed above. The quarterly inspections must include the following:
- 2.3.1.1. Adjust and clean ignition components,
- 2.3.1.2. Check oil level in mechanical governors, fill to capacity,
- 2.3.1.3. Lubricate linkages on mechanical governors or electronic actuator,
- 2.3.1.4. Check engine antifreeze solution, fill to capacity,
- 2.3.1.5. Check all fluid hoses for leaks and pliability,
- 2.3.1.6. Clean sediment in bowl type fuel strainers,
- 2.3.1.7. Check entire unit for fuel, oil, and antifreeze leakage,
- 2.3.1.8. Adjust all drive (fan, alternator, water pump, governor, etc.) belts,
- 2.3.1.9. Clean and refill oil bath type air cleaner-remove dust from dry element types,

- 2.3.1.10. Check engine starter and charging alternator operations,
- 2.3.1.11. Check AC and/or DC brushes (where applicable) for proper setting and wear,
- 2.3.1.12. Add water, clean and grease posts on service engine cranking battery(ies),
- 2.3.1.13. Load test battery(ies),
- 2.3.1.14. Check battery charger operations, recalibrate,
- 2.3.1.15. Clean collector rings,
- 2.3.1.16. Clean static excitor,
- 2.3.1.17. Check solid state circuits, rotating diodes, and rectifiers,
- 2.3.1.18. Clean normal dust deposits from generator,
- 2.3.1.19. Test run generator (under load for 20 mins.) to check operational status of instruments,
- 2.3.1.20. Check voltage regulator output; adjust output voltage and frequency,
- 2.3.1.21. Test all safety shut-down devices incorporated on unit such as low oil pressure, high coolant or air temperature, low coolant level, and over speed, and
- 2.3.1.22. Check automatic transfer switch for proper voltage at contactor.
- 2.3.1.23. The contractor must submit written quarterly field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
 - 2.3.2. The contractor must complete one (1) annual inspection of the generators at the locations listed above in accordance with the following:
- 2.3.2.1. Clean and apply corrosion inhibitors to lead acid battery terminals,
- 2.3.2.2. Inspect and tighten starter motor(s) connection and wiring,
- 2.3.2.3. Obtain engine oil sample for analysis,
- 2.3.2.4. Change oil filters,
- 2.3.2.5. Change engine oil,
- 2.3.2.6. Clean primary fuel filter (if screen type),
- 2.3.2.7. Drain water and sediment from day tank,
- 2.3.2.8. Replace primary and secondary fuel filter elements,
- 2.3.2.9. Inspect and lubricate governor linkages,
- 2.3.2.10. Replace coolant filter,
- 2.3.2.11. Check concentration level of coolant conditioner to prevent cylinder liner pitting or solder bloom,
- 2.3.2.12. Inspect generator strip heater,
- 2.3.2.13. Lubricate generator bearing with bearing lubricant for high speed applications,
- 2.3.2.14. Inspect turbocharger compressor and turbine wheels, and
- 2.3.2.15. Check turbocharger shaft and play.
- 2.3.2.16. The contractor must submit written annual field service reports to the Facilities Maintenance Manager upon completion of inspection and servicing. The contractor must include the status of the equipment and make recommendations if further parts and/or repairs are needed.
 - 2.3.3. The contractor is responsible for the costs associated with all parts, fluids, filters, hazardous waste removal, and related supplies used to complete the inspections and/or tests.
 - 2.3.4. **Repair Work:** The contractor shall perform repair work as needed and must provide standard tools of the trade. The contractor must submit a cost estimate to the Facilities Maintenance Manager based on the labor and repair parts cost submitted with this bid. The contractor shall obtain approval from the Facilities Maintenance Manager prior to beginning any repair work.
 - 2.3.5. **Repair Parts:** The contractor shall supply any necessary repair parts on a cost plus basis. The contractor **must** provide receipts for the parts purchased.
 - 2.3.6. **Rental Equipment:** The contractor shall furnish rental equipment at standard rates plus a percentage. The contractor shall provide rental tickets showing the actual rental rate.
 - 2.3.7. **Transportation:** The contractor shall provide all transportation to and from the jobsite. The contractor shall bring all materials and tools needed to complete the project. Transportation from the shop to the jobsite and back shall be included in the prices outlined on the attached response form. Transportation shall not be billed or compensated separately.
 - 2.3.8. **Safety:** The contractor shall follow OSHA regulations for the protection of workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.

- 2.3.9. **Final Inspection and Approval:** The contractor shall request the Facilities Maintenance Manager to conduct an inspection after all work is complete. Final approval is contingent upon the Facilities Maintenance Manager's final inspection.
- 2.3.10. Property Damage: The 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 the 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.
 - 2.4. Special Conditions and Requirements
- 2.4.1. **Sub-Contractors:** The Contractor shall not employ subcontractors without the advance written permission of the Facilities Maintenance Manager.
- 2.4.2. Contractor Qualifications and Experience: The Contractor to whom a Generator Inspection 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.
- 2.4.3. **Invoices:** Invoices must be submitted to the Facilities Maintenance Department for payment which will be made 30 days after receipt of a correct and valid invoice.
- 2.4.3.1. Vendor invoices, packing slips and delivery tickets must contain the County contract number.
 - 2.5. Contractor's Insurance:
 - 2.5.1. **Insurance Requirements** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
 - 2.5.2. Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. 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 Employee's Liability Insurance for the protections of their employees not otherwise protected.
 - 2.5.3. Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.5.4. Owner's Contingent or Protective Liability and Property Damage The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.5.5. 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.
- 2.6. **INDEMNITY AGREEMENT** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.7. LIABILITIES, RIGHTS AND REMEDIES The Contractor shall agree that the County shall not be responsible for any liability incurred by the Contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract. No provision in this document or in the Contractor's response shall be construed, expressly or implied, as a waiver by the County of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract made by the Contractor. The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save and hold harmless the County, including its' officers, agents, employees and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the County, including its officers, agents, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the County, including its' agencies, employees or assigns.
- 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 subcontractors 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.
- 2.9. **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. The bidder may contact Ken Roberts, Facilities Maintenance Manager, at 886-4400 to schedule an inspection of the equipment prior to bid submission.
- 2.10. **Bid Clarification** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: <a href="https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://https://
- 2.11. **Pricing** Contract will be awarded based on the firm, fixed prices outlined on the attached Response Form for the initial period ending on December 31, 2006. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. Submittal Package Submit, to the location specified on the title page, three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. Advice of Award If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
 - 3.3. **BID OPENING** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. Acceptability The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.7. **PRICING** – Bidders must provide firm, fixed prices below for the original contract period for performing quarterly and annual inspections in accordance with the specifications outlined in this request for bid. In addition, the bidder must provide an hourly labor rate for repairs as well as a 'cost plus' percentage for parts. **Bidder's must be able to complete entire grid.**

	Location	A. Quarterly Inspection, Each	Qty	B. Total, Quarterly Inspections (Ax4)	C. Annual Inspection	Total All Inspections (B+C)
4.7.1.	Government Center	s	4_	\$	\$	\$
4.7.2.	Juvenile Justice Center	\$	4	\$	<u>\$</u>	\$
4.7.3.	Boone County Jail	\$	4_	\$	\$	\$
4.7.4.	Boone County Jail Fuel Station	\$	4	\$	\$	<u>\$</u>
4.7.5.	Boone County Courthouse	\$	4	\$	\$	\$
4.7.6.	GRAND TOTAL					\$
4.7.7.	Rental Equipment		% over cost			
4.8.	Repairs					
4.8.1.	Head Mechanic		\$/hour			
4.8.2.	Assistant Mechanic		\$/hour			
4.8.3.	Percentage over Cost for Repair Parts			% over	cost	

() Partnership - Name

() Other (Specify)

() Individual/Proprietorship - Individual Name

4.9.	Renewal Percentages		
4.9.1.	Maximum % Increase 2 nd Contract Period:	%	
	Maximum % Increase 3 rd Contract Period:	%	
4.10.	The undersigned offers to furnish and deliver the terms stated and in strict accordance with the specbidding which have been read and understood, an	cifications, instructions and general co	onditions of
4.10.1.	Authorized Representative (Sign By Hand):		
4.10.2.	Type or Print Signed Name:		
		Today's Date:	
4.11.	Will you honor the submitted prices for purchase in cooperative purchasing with Boone County, M	•	

EXHIBIT A

PRIOR EXPERIENCE
(References of similar services for governmental agencies are preferred)

Prior Services Performed for:

1.

	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.



"No Bid" Response Form

Boone County Purchasing 601 E. Walnut, Room 209

Columbia, MO 65201

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: 11-23FEB06

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

STATE OF MISSOURI
County of Boone

March Session of the January Adjourned

Term. 20)6

-

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby accept the Road and Bridge Advisory Committee Recommendation of Variance Requests for Southfork at the Grindstone, Plat 1:

- To allow a residential driveway to be built onto a commercial/collector road as shown on the street plans dated 12/29/05 by Allstate Consultants for Southfork at the Grindstone, Plat 1,
- To allow the spacing of the driveway at 60' from an intersecting street (as shown on street plans dated 12/29/05 by Allstate Consultants for Southfork at the Grindstone, Plat 1,
- To allow the minimum block length to be reduced to 40' from 200', and
- To allow zero separation between two driveways resulting in a shared driveway.

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. N**6**ren

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI
County of Boone

March Session of the January Adjourned

Term. 2006

County of Boone

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request of the Thirteenth Judicial Circuit Court Administrator for a 2005 Budget Amendment to increase funds in the Family Services and Justice Fund's (Department 2820) Class 7 (Contractual Services) budget because of increased Focus on Kids fees.

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren Many

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

STATE OF MISSOURI
County of Boone

March Session of the January Adjourned

Term. 20)6

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby enter into a Corrections Medical Service Agreement with Joel Blackburn, D.O. and Professional Correctional Medicine, L.L.C.

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

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Moren warps

Clerk of the County Commission

Karen M. Miller

District I Commissioner

Skip Elkin

CORRECTIONS MEDICAL SERVICE AGREEMENT

This Agreement, dated the ______ day of ______ 2006, is made by and between Joel Blackburn, D.O., referred to in this Agreement as "Physician," and Professional Correctional Medicine, L.L.C., referred to in this agreement as "PCM," and Boone County, Missouri, through the Boone County Commission and Sheriff of Boone County, referred to in this Agreement as "County".

In consideration of each parties performance of the obligations set forth in this Agreement, the parties agree to the following:

- 1. **Background of Agreement** This Agreement is made in view of the following facts with which the parties believe to be true:
 - 1.1 Boone County, Missouri is obligated to provide a county jail; under the statutes of Missouri, the sheriff is charged with the responsibility of operating and managing the county jail and the county commission is charged with the responsibility providing funding for the operations and management of the jail.
 - 1.2 In order to insure that prisoners at the Boone County Jail receive reasonably adequate medical care while incarcerated and in order to provide medical services in the most cost effective manner consistent with sound medical practices, the Sheriff and the County Commission desire to retain the services of a licensed physician to develop and implement a comprehensive medical services program providing medical care to prisoners housed in the Boone County Jail.
 - 1.3 Physician is a licensed doctor of osteopathy with experience in corrections medicine and is willing to provide medical services at the Boone County Jail under certain terms and conditions. Physician has established a limited liability company known as Professional Correctional Medicine, L.L.C. as an organization to assist Physician in providing medical services at the Boone County Jail as more particularly described in this Agreement.
 - 1.4 In order to ensure both Physician, PCM, and County have a mutual understanding of the nature and scope of medical services and the terms and conditions of services and payment for services, the parties are entering into this Agreement.
- 2. **Physician Services** The Physician agrees to provide the following medical services to the County:
 - 2.1 Medical Services Program The Physician has established and agrees to continue to provide a medical services program within the county jail for the purpose of maximizing the amount of inmate patient care which can be provided at the jail and minimize inmate patient care at local hospitals to the extent feasible, consistent with sound medical practices, using Physician's personal services, assigned PCM staff, and existing county medical personnel employed at the jail, and subject to financial

resources made available by County for implementing the program. The program is and shall be aimed at providing more managed care in the jail medical system for chest and abdominal pain and seizures, to the greatest extent possible, consistent with sound medical practices. As a part of the program, Physician agrees to participate in the management of inmates hospitalized outside of the jail to the extent feasible considering Physician's time constraints and subject to admitting and practice privileges at local hospitals. In this regard, Physician agrees to maintain existing and new working relationships with local hospitals for purposes of managing inmate care.

- 2.2 Services And Supervision Physician agrees to provide an average of eight hours per week of medical services to inmates at the Boone County Jail, either personally onsite, or through supervision of onsite personnel provided by PCM, or otherwise through supervision of and assistance to county employed onsite corrections medical program staff, all as physician deems appropriate in his discretion and as necessary to provide the level of care required under this agreement, but subject to the general need for Physician to provide personal scheduled visits with prisoner patients and to accommodate the medical needs of patients at the jail. Physician also agrees to provide 24 hour per day, 7 day per week telephone consultation services to medical staff employed by the County as well as assigned PCM staff as necessary to supervise medical care provided to prisoners. In this regard, Physician may provide such services through assigned PCM staff in his discretion by the use of contracted or hired physicians or nurse practitioners so long as any such persons possess the medical licensure and the medical skills necessary to treat inmates at the jail and are supervised sufficiently by Physician to provide the medical care required under this Agreement. As between the Physician and PCM and County, the Physician and PCM both shall be liable for the acts or omissions of any such persons contracted for or hired by Physician or PCM and it shall be the responsibility of Physician and PCM to obtain the necessary professional liability insurance to cover the services of any such physicians or nurse practitioners. Not withstanding the foregoing, County reserves the right to refuse services from contracted or hired physicians or nurse practitioners upon notice to Physician if and when it is determined that the patient care or behaviors of any such physicians or nurse practitioners are unacceptable from the standpoint of maintaining inmate medical care or security at the jail.
- 2.3 Nursing Protocols —Physician agrees to develop and provide the County with nursing protocols for nursing personnel employed by the County and assigned PCM staff who provide medical services to prisoners within the Boone County Jail. The purpose of establishing these nursing protocols is to permit, when possible and feasible, treatment of prisoner medical problems by County employed nursing staff and assigned PCM nurse practitioners without the presence of Physician. It is agreed that such protocols shall be developed as an ongoing process during the period of this Agreement and any extensions thereof and all such protocols shall be in written form and compiled and updated in the form of a manual for use by nursing staff.

- 2.4 Formulary Drug Program The Physician agrees to establish and maintain a formulary drug program in coordination with existing medical staff employed by Boone County at its jail.
- 2.5 **Onsite Pharmacy** Physician agrees to assist County employed nursing staff at the jail with advice on management and supervision of onsite pharmaceutical services at the jail as need dictates and on a time available basis.
- 2.6 **Communications** Physician agrees to establish and conduct regular meetings with medical staff and correctional personnel employed by the County the purposes of operating, maintaining and improving the medical care program provided to inmates at the jail.
- 2.7 **NCCHC Accreditation** Physician agrees to assist the County in obtaining NCCHC accreditation subject to resources devoted by the County for this purpose.
- 2.8 Licensing and Insurance Physician agrees to maintain his medical licensing in good standing at all times during this Agreement and any extensions thereof and to carry professional liability insurance at his own expense for himself and for PCM and PCM employed staff providing services under this Agreement in such amounts and with such coverages as deemed mutually acceptable by the parties to this Agreement. Further, Physician shall be responsible for assuring that any physicians and nurse practitioners contracted or hired by him to provide services through PCM shall be adequately insured to the same extent as Physician and PCM. Physician further agrees to provide the County with proof of the existence and good standing of PCM, and insurance documentation verifying such coverages, exclusions and expense thereof and such documentation shall be presented to the County and Sheriff or such other officials as may be designated by the County Commission to assure compliance with this paragraph.
- 3. **County Obligations** In exchange for Physician's performance of services as specified above, the County agrees to the following:
 - 3.1 Compensation The County agrees to pay the Physician for services under this Agreement at a rate of \$50,000.00 per year, payable in monthly installments on or before the 15th day of each month. In addition, County agrees to reimburse the Physician for the direct and actual costs of any premium expense incurred by Physician and PCM for professional liability insurance for providing medical services to inmates at the jail, not to exceed \$10,000 per year, provided Physician provides insurance documentation verifying such expenses to the satisfaction of the Boone County Auditor and Sheriff.
 - 3.2 **Medical Care Program** The County agrees to implement and maintain a medical care program established in accordance with guidelines provided by Physician and to fund operation of this program during the term of this Agreement and any extensions

thereof as a part of its annual budgeting process, subject to mutually agreed upon terms and conditions for program implementation and financing.

- 4. **Duration and Termination of Agreement** This Agreement shall be effective beginning on the day and year first written above, through December 31, 2006; annual Physician compensation shall be prorated during fiscal year 2006 so that compensation is equivalent to the number of months or fractions thereof services are performed during the first fiscal year. This Agreement shall thereafter renew for one year periods subject to annual appropriations being made available to fund this Agreement by the County unless either party to this Agreement elects to terminate this Agreement for convenience after the initial 2006 term; in such case the terminating party shall give the non-terminating party at least 60 days advance written notice of termination. Provided, however, this Agreement may be terminated for a cause including but not limited to, material breech of any term or condition of this Agreement, Physician loss of licensure, Physician inability to provide medical services in a competent professional manner, commission of a felony or a crime moral turpitude, or such other causes warranting termination. Notice of termination for cause shall be given as promptly as reasonable practicable under the circumstances and in case of termination of Physician, notice of termination for cause shall be given 30 days in advance of the date of termination unless circumstances in County reasonable judgment warrant shorter notice of termination, but Physician shall be compensated for at least 30 days of services regardless of whether such services are performed if termination occurs upon less than 30 days notice.
- 5. Funding The County agrees to use all reasonable efforts to fund all of its obligations under this Agreement for the contract period and any renewals thereof. However, both parties understand and agree that the County is legally prohibited from financially obligating itself beyond its current fiscal year and then only to the extent appropriations are available for that purpose. Accordingly, the parties mutually understand that this Agreement shall automatically terminate if appropriations are not made available to fund the obligations under this Agreement beyond the current fiscal year.
- 6. **Binding Effect** This Agreement shall be binding upon and exist for the benefit of the parties hereto as long as this Agreement and any extension thereof remain in effect. It is understood and agreed that any persons obtained by Physician to provide substitute or supplemental services as authorized by this Agreement shall be bound by the same terms, conditions and obligations to which the Physician is obligated while any such person is providing substitute or supplemental services. It is further understood and agreed that the Physician shall be responsible and liable to the County for work performed by persons providing substitute or supplemental services for Physician as authorized under the terms of this Agreement and that all such persons shall be fully insured for services to the same extent as the Physician.
- 7. **No Third Party Beneficiaries** This Agreement is intended to and shall be construed exclusively for the benefit of the parties to this Agreement and is not intended to be for the benefit of any persons or entities who are not a party to this Agreement.

8. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties and supercedes any prior negotiations, written or verbal, and may only be amended by a signed writing executed with the same formality of this Agreement.

In witness whereof the parties have executed this Agreement as of the day and year first above written.

Physician	Boone County, Miss By:/Boone County	· · · · · · · · · · · · · · · · · · ·
Dr. Wet Blackburn, DO	Keith Schnarre, Pres	chuane
Professional Correctional Medicine, LLC	Boone County Sheri	ff's Department
By: Joel Blackbarn, authorized member	Dwayne Carey, Sher	iff
ATTEST:	Approved as to form	0
Wendy & Norm of Wendy Norgen, County Clerk	County Counselor	<u> </u>
AUDITOR CERTIFICATION		
In accordance with RSMo 50.660, I hereby	certify that a sufficient	t unencumbered appropriation
balance exists and is available to satisfy the	obligation(s) incurred	by this contract for the fiscal
year during which it is written.		1255-85620 \$50,000,00
Signature June Pitchford ley XJ	2/23/2006	1191-71008 \$10,000.00
Signature J	Date	Appropriation Account(s)

STATE OF MISSOURI

March Session of the January Adjourned

Term. 2006

County of Boone

In the County Commission of said county, on the

7th

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby appoint William G. Abrams and Lisa Thomas, M.D. to the Judicial & Law Enforcement Task Force for terms expiring 02/21/2009.

Done this 7th day of March, 2006.

Keith Schnarre

Presiding Commissioner

ATTEST:

Wendy S. Noren

noren by Clerk of the County Commission

District I Commissioner

KeithSchnarre, Presiding Commissioner Karch, M. Miller, District I Commissioner Skip Elkin, District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311 E-mail: commission@boonecountymo.org

Boone County Commission

e-appoint - Term expires 2/21/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Judicial & Law Enforcement Task Force					Term:	1/17/2006	
Current Township: Cedar Todays's Date:						1/17/	2006
Name: Will	liam G.	Abrams	3				
Home Address	s: <u>4105</u>	W. Snov	wy Hills Ln.		Zip Code:	65039	9
Business Address: Zip Code:							
Home Phone: Fax:	573 657	7 2317		Work Phone: E-mail:	wabrams@tranquil	ity.net	
Qualifications:	-141/ 				udget Director in O		
Past Commun	ity Servic		So. Bo. Co. Fire lartsburg Lions (
References:	Frank C Ted Boo Rusty A	ehm				_	
	this time I	can serve			nde public. To the reby certify that the		my
			Ap	oplicant Signatu	re	_	
Return Applica	ation To:	Boone Co 801 East \	unty Commissic unty Governme Walnut, Room 2 MO 65201 886-4311	nt Center	orto relition P	1112	ar 1968 C

KeithSchnarre, Presiding Commissioner Karen, M. Miller, District I Commissioner Skip Elkin, District II Commissioner



Boone County Government Center 801 E. Walnut, Room 245 Columbia, MO 65201 573-886-4305 • FAX 573-886-4311

E-mail: commission@boonecountymo.org

Appoint - Term expires 2/21/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission:	Term: <u>2/17/2006</u>						
Current Township: C	olumbia	_	_ Todays's Date:	2/17/2006			
Name: Lisa Thomas, M.D.							
Home Address: 2604	Rose Court	54	Zip Code:	65202			
Business Address: But	65340						
Home Phone: 573-474-6		Work Phone: E-mail:	573-268-8019 lisa.thomas1@mch	sicom			
-psychiatric tr As a result of law enforcem addition, I ha hearings held	certified psychiatrist with subspecialty certification in pining at the University of Missouri—Columbia. I sub my training and employment, I have had frequent ent officers. My experience includes evaluating and ve dealt with discharge planning for patients being re Lin the Boone County Courthouse. Through these a g of Boone County judicial and law enforcement systems.	sequently-worked at Fulton-Sta ontact with the legal system, for floor treating many patients adm eturned to the jail. I have testif and other work-related experier	ate Hospital and Mid Missouri Monta or example, in the form of patients broat witted or committed from the Boone- tied numerous times at involuntary of the numerous times at involuntary of the numerous that I have gained so	I Health Center. ought in by local County JaiiIn ommitment me insight into			
Past Community Servic	Past Community Service: 1. Recent appointee to the Boone County Mental Health Board of Trustees. 2. Red Cross volunteer. 3. Lecturer for Project TERMH (Training-Enhancement of Rural Mental Health). 4. Trauma Team member (through the University of Missouri's International Center for Psychosocial Trauma). 5. Volunteer at Cedar Creak Therapeutic Riding Center.						
— Psychiatry 2. Bruce I 3. Karen I	rshad Husain, M.D., Professor and at University of Missouri: 573-445- Harry, M.D., Psychiatrist at Fulton Standardopoulos, R.N., psychiatric nur	3823. ate Hospital: 573-59	2-2700.				
-	the information in this applican serve a full term if appaceurate.	-	-	•			
	A	oplicant Signatu	re				
Return Application To:	Boone County Commission Boone County Governme 801 East Walnut, Room 2 Columbia, MO 65201 Fax: 573-886-4311	nt Center (47 145 //:	Interview 70628 30 Kmm 45 SE	cas s			