

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of December 20 06

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

Now on this day the County Commission of the County of Boone does hereby award bid 76-02NOV06 Mechanic Services – Heavy Equipment & Trucks Term and Supply to the following vendors:

- Truck Repair Services – Award to the low bidder, **Al Scheppers Motor Co.**
- Heavy Equipment Repair Services – Award contracts to **both Crown Power and Equipment and Tri-State Construction Equipment.** The Public Works will determine who receives the repair work based on the proximity of the equipment. All equipment needing repair and located at the North Facility will be sent to Crown Power. All equipment needing repair and located at the South Facility will be sent to Tri-State Construction Equipment.

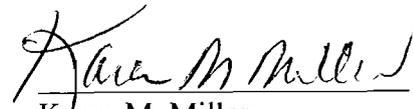
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 7th day of December, 2006.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT FOR
MECHANIC SERVICES-HEAVY EQUIPMENT & TRUCKS TERM & SUPPLY**

THIS AGREEMENT dated the 7 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power & Equipment Co., LLC**, 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 Mechanic Services-Heavy Equipment & Trucks Term & Supply, bid number **76-02NOV06** 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 October 13, 2006 and executed by Edwin Rowland, 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. Contract Duration** - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with heavy equipment repair service in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed by the County based upon the proximity of the equipment.
- 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 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.

CROWN POWER & EQUIPMENT CO., LLC BOONE COUNTY, MISSOURI

by Edwin Rowland
title Service Manager

by Boone County Commission
Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

Jane E. Pitchford
Signature by cgy

11/21/06
Date

2040/60200 - Term & Supply

No encumbrance required
Appropriation Account

4. **Response Form**

- 4.1. Company Name: Crown Power & Equipment Co. LLC
- 4.2. Address: 1881 Prathersville Rd.
- 4.3. City/Zip: Columbia, MO 65202
- 4.4. Phone Number: 573-443-4541
- 4.5. Fax Number: 573-442-1359
- 4.6. Federal Tax ID: 43-1613306
- 4.6.1. () Corporation
 (X) Partnership - Name Crown Power & Equipment Co LLC
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. **Our bid is for the following:**

- Heavy Equipment Service Only
- Truck Repair Service Only
- Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	<u>MSRP</u> %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	<u>MSRP</u> %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	<u>MSRP</u> %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: <u>REALTIME & oem</u> (Manual shall be provided by Contractor at time of award).	\$ <u>80.00</u> /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>75.00</u> /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ <u>85.00</u> /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>92.50</u> /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ <u>25.00</u> / mile zone charge
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: <u>Edwin Rowland</u>		
4.8.1.	Telephone Number: <u>573-819-9641</u>		

4.9.	Call Response Time: within <u>2</u> hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: <u>Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, New Years Eve (1/2 day), New Years Day</u>

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. 0 % 2nd Year

4.11.2. 6.75 % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. Edwin Rowland
Type or Print Signed Name:

4.12.2. Edwin Rowland

4.12.3. Today's Date: 10-13-06

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/19/06
PRODUCER WAUSAU SIGNATURE AGENCY 0733 SUNSET OFFICE DRIVE SUITE 259 SAINT LOUIS, MO 63127	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CROWN DIVERSIFIED INDUSTRIES CORPORATION CROWN POWER & EQUIPMENT 1065 EXECUTIVE PARKWAY;SUITE 300 SAINT LOUIS, MO 63141	INSURERS AFFORDING COVERAGE INSURER A: EMPLOYERS INSURANCE COMPANY OF WAUSA INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCCY91433024016	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER BOONE COUNTY HIGHWAY DEPT COUNTY PUBLIC WORKS ATTN: GREG EDINGTON 5551 HWY 63 S. COLUMBIA, MO 65201-4470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Signature: _____
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/19/06

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

CROWN POWER & EQUIPMENT CO LLC
1881 E PRATHERSVILLE RD
COLUMBIA MO 65202

213-187-7

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9923852	05/01/06	05/01/07	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9923852	05/01/06	05/01/07	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9923853	05/01/06	05/01/07	EACH OCCURRENCE \$ 7,000,000
					AGGREGATE \$ 7,000,000
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
	OTHER				EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR
GENERAL LIABILITY.

ANY COVERAGE PROVIDED APPLIES ONLY TO THE SERVICE AND MAINTENANCE OF HEAVY EQUIPMENT BY CROWN POWER & EQUIPMENT CO LLC FOR BOONE COUNTY HIGHWAY DEPARTMENT COUNTY PUBLIC WORKS.

CERTIFICATE HOLDER

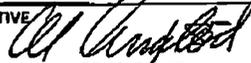
2131877
**BOONE COUNTY
HIGHWAY DEPARTMENT
COUNTY PUBLIC WORKS**
5551 HWY 63 S
COLUMBIA MO 65201

8

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRESIDENT



EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name: Boone County Purchasing
Address: 601 E. Walnut, Room 205
Columbia, MO 65201
Contact Name: Kerry Patten
Telephone Number: 573-886-4394

Date of Contract: 12/30/03
Length of Contract: 1 year with 2 extensions

Description of Prior Services (include dates):

Mechanical Services Heavy Equipment Term & Supply

2. Prior Services Performed for:

Company Name: City of Columbia
Address: #2 Guitar St.
Columbia, MO 65205
Contact Name: Tony Romaine
Telephone Number: 573-874-7376

Date of Contract: 6/17/2004
Length of Contract: 1 year with 1 extension

Description of Prior Services (include dates):

Mechanical Services Heavy Equipment Term & Supply

3. Prior Services Performed for:

Company Name: Columbia Housing Authority
Address: 201 Switzler St.
Columbia, MO 65203
Contact Name:
Telephone Number: 573-449-3166

Date of Contract: 6/2004
Length of Contract: ongoing

Description of Prior Services (include dates):

Mechanical Services Heavy Equipment Term & Supply

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:
Crown Power & Equipment Co. LLC
1881 Prathersville Rd
Columbia, MO 65202
573-443-4541
- II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:
Fourteen years
- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).
No Exceptions



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

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

Bid Data

Bid Number: **76-02NOV06**
Commodity Title: **Mechanic Services-Heavy Equipment & Trucks Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, NOVEMBER 2, 2006**
Time: **10:30 A.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, NOVEMBER 2, 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**
- Exhibit B **Contractor Qualification Statement**
- Exhibit C **Boone County Heavy Equipment & Truck Inventory
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Mechanic Repair Services** to various heavy equipment and trucks for the Boone County Public Works Department.
- 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201 and service calls provided to heavy equipment at various locations within Boone County - Missouri.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders 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. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit B – Contractor Qualification Statement* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

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

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.

- 2.7.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a **realistic and true** time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
 - 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Insurance Certifications:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then

tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2004, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.

No material/part cost plus % increase will be allowed.

2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

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

4.7.1. Our bid is for the following:

_____ Heavy Equipment Service Only

_____ Truck Repair Service Only

_____ Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	_____ %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	_____ %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	_____ %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____ /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____ /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____ /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ _____ /mile
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: _____		
4.8.1.	Telephone Number: _____		

4.9.	Call Response Time: within _____ hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: _____

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Today's Date: _____

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



EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT C

BOONE COUNTY HEAVY EQUIPMENT AND TRUCK INVENTORY

(The following section is for informational purpose only. No dollar figures are required in this section.)

Articulated Motor Grader

Track Loader

Track Dozer

Rubber Tired Loader

Hydraulic Excavator

Rubber Tired Backhoe

Skid Steer Loader

Compaction Equipment

Asphalt Paver

Single Axle Dump Truck

Tandem Axle dump Truck

Road Tractor and Lowboy Trailer



Standard Terms and Conditions

Boone County Purchasing

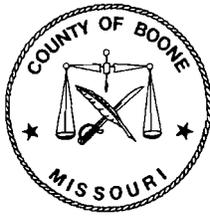
601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 76-02NOV06 Mechanic Services-Heavy Equipment and Trucks Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT FOR
MECHANIC SERVICES-HEAVY EQUIPMENT & TRUCKS TERM & SUPPLY**

THIS AGREEMENT dated the 7 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Co.**, 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 Mechanic Services-Heavy Equipment & Trucks Term & Supply, bid number **76-02NOV06** 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 November 1, 2006 and executed by Jim W. Smith, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the 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. **Contract Duration** - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with heavy equipment repair service in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed by the County based upon the proximity of the equipment.
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 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.

TRI-STATE CONSTRUCTION EQUIPMENT BOONE COUNTY, MISSOURI

by Jim A. Smith
title General Manager

by: Boone County Commission
Keith Schlarre
Keith Schlarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

2040/60200 - Term & Supply

June E. Pitchford
Signature by ejf

11/21/06
Date

no encumbrance required
Appropriation Account

4. Response Form

- 4.1. Company Name: Tri-State Construction Equipment Co.
- 4.2. Address: 106 Industrial Drive, PO Box 225
- 4.3. City/Zip: Ashland, Mo. 65010
- 4.4. Phone Number: 573 657-2154
- 4.5. Fax Number: 573 657-1012
- 4.6. Federal Tax ID: 37-109-0568
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. Our bid is for the following:

- Heavy Equipment Service Only
- Truck Repair Service Only
- Both Heavy Equipment and Truck Repair Service

Note: Non-Deere Parts Cost plus 10%

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	<u>Deere List</u> %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	<u>Deere List</u> %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	<u>Deere List</u> %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: <u>N/A</u> (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>78</u> /hour <u>83</u> /Field
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ <u>105</u> /hour <u>110</u> /Field
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>115</u> /hour <u>125</u> /Field
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ <u>2.00</u> /mile Plus \$55/Hr.
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: <u>Jim W. Smith</u>		
4.8.1.	Telephone Number: <u>573 657-2154 - 573 881-3304 - 573 446-1719</u>		

4.9.	Call Response Time: within _____ hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: <u>Christmas Eve, Christmas Day, New Years Eve, New Years Day, Labor Day, 4th of July, Memorial Day, Thanksgiving and Fri.</u> after.

4.11. Maximum Percentage Increase for Renewal Periods

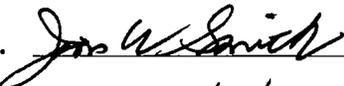
4.11.1. 4 % 2nd Year

4.11.2. 5 % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. Jim W. Smith
Type or Print Signed Name:

4.12.2. 

4.12.3. Today's Date: 1 Nov 06

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

Yes No

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DS
MARTI-3

DATE (MM/DD/YYYY)
12/21/06

PRODUCER Heiser Insurance Agency, Inc. 3 S. Main Street, PO Box 397 ton IL 61550 Phone: 309-263-8431 Fax: 309-263-8433	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Martin Equipment of Illinois 400 W. Martin Dr. Goodfield IL 61742	INSURERS AFFORDING COVERAGE INSURER A: Virginia Surety INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	VS-MW-WP-000006-02	02/01/06	02/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

BOCOMO1 Boone County Highway Dept 5551 Hwy 63 South Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Samuel R. Parrott
--	--



EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name: State of Missouri
Address:

Contact Name: Heavy Equipment Maintenance
Telephone Number:

Date of Contract: 2006 - 2009
Length of Contract: Have had contract last 13 years

Description of Prior Services (include dates):

Repair of and miscellaneous service of State heavy equipment and fleet units

2. Prior Services Performed for:

Company Name: Capital Sand
Address: Jefferson City

Contact Name: Ray Bohlken
Telephone Number: 573 634-3020

Date of Contract: April 2004
Length of Contract: 4 years

Description of Prior Services (include dates):

All repairs and 1000 hr. services on fleet of large 4WD loaders

3. Prior Services Performed for:

Company Name: Prince Mfg.
Address: Quincy, Il.

Contact Name: Dick Golner
Telephone Number: 217 222-8854

Date of Contract: November 2005
Length of Contract: Ongoing

Description of Prior Services (include dates):

Have a fleet of John Deere loaders on which we do all service, and maintenance repair work.

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

Tri-State Construction Equipment Company
106 Industrial Drive
PO Box 225
Ashland, Mo. 65010
573 657-2154

- II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:

28 years

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).

none



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **76-02NOV06**
Commodity Title: **Mechanic Services-Heavy Equipment & Trucks Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, NOVEMBER 2, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, NOVEMBER 2, 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**
Exhibit B **Contractor Qualification Statement**
Exhibit C **Boone County Heavy Equipment & Truck Inventory
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Mechanic Repair Services** to various heavy equipment and trucks for the Boone County Public Works Department.
- 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201 and service calls provided to heavy equipment at various locations within Boone County - Missouri.
- 2.7. **GENERAL CONDITIONS**
- 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
- 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders 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. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit B – Contractor Qualification Statement* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

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

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.

- 2.7.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
 - 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Insurance Certifications:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then

tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

- 2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2004, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.
- No material/part cost plus % increase will be allowed.**
- 2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

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

4.7.1. Our bid is for the following:

_____ Heavy Equipment Service Only

_____ Truck Repair Service Only

_____ Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	%
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	%
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ _____ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ _____ /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ _____ /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ _____ /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ _____ /mile
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: _____		
4.8.1.	Telephone Number: _____		

4.9.	Call Response Time: within _____ hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: _____

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Today's Date: _____

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

_____ Yes _____ No



EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT C

BOONE COUNTY HEAVY EQUIPMENT AND TRUCK INVENTORY

(The following section is for informational purpose only. No dollar figures are required in this section.)

Articulated Motor Grader

Track Loader

Track Dozer

Rubber Tired Loader

Hydraulic Excavator

Rubber Tired Backhoe

Skid Steer Loader

Compaction Equipment

Asphalt Paver

Single Axle Dump Truck

Tandem Axle dump Truck

Road Tractor and Lowboy Trailer



Standard Terms and Conditions

Boone County Purchasing

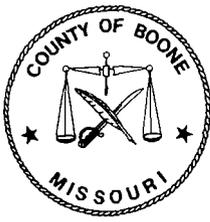
601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 76-02NOV06 Mechanic Services-Heavy Equipment and Trucks Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**PURCHASE AGREEMENT FOR
MECHANIC SERVICES-HEAVY EQUIPMENT & TRUCKS TERM & SUPPLY**

THIS AGREEMENT dated the 7 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Al Scheppers Motor Co.**, 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 Mechanic Services-Heavy Equipment & Trucks Term & Supply, bid number **76-02NOV06** 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 October 12, 2006 and executed by Tony Rackers, 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. **Contract Duration** - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with truck repair service in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed by the County.
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 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.

AL SCHEPPERS MOTOR CO.

by Tony Rackers
title Service Manager 12-15-06

BOONE COUNTY, MISSOURI

by Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

June E. Pitchford
Signature by cyj

12/21/06
Date

2040/60200 - Term & Supply

no encumbrance required
Appropriation Account

4. Response Form

- 4.1. Company Name: AL SCHEPPERS MOTOR CO.
- 4.2. Address: 1722 SOUTHRIDGE DR.
- 4.3. City/Zip: JEFFERSON CITY MO. 65110
- 4.4. Phone Number: 573-636-2133
- 4.5. Fax Number: 573-636-8312
- 4.6. Federal Tax ID: 44-052337
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. **Our bid is for the following:**

- Heavy Equipment Service Only
- Truck Repair Service Only
- Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	<u>30</u> %
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	<u>30</u> %
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	<u>30</u> %
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: <u>MOTOR + REAL TIME</u> (Manual shall be provided by Contractor at time of award).	\$ <u>70</u> /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ <u>70</u> /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ <u>105</u> /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ <u>105</u> /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ <u>1</u> /mile
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: <u>TONY RACKERS</u>		
4.8.1.	Telephone Number: <u>573-680-5279</u>		

4.9.	Call Response Time: within _____ hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: CHRISTMAS - NEW YEAR - THANKSGIVING - MEMORIAL DAY - INDEPENDENCE DAY - LABOR DAY

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. 4 % 2nd Year

4.11.2. 4 % 3rd Year

4.12. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.12.1. Tony Rackers
Type or Print Signed Name:

4.12.2. TONY RACKERS

4.12.3. Today's Date: 10-12-06

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/15/06

PRODUCER BOB BOYD 11807 W 141ST TR OVERLAND PARK, KS 66221	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED AL SCHEPPERS MOTOR CO. 1722 SOUTHRIDGE DR. JEFFERSON CIY, MO 65110	COMPANIES AFFORDING COVERAGE
	COMPANY A HARCO NATIONAL INSURANCE COMPANY COMPANY B COMPANY C COMPANY D COMPANY E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN' AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
					FIRE DAMAGE (Any one firm)	
					MED EXP (Any one person)	
					PERSONAL & ADV INJURY	
					GENERAL AGGREGATE	
					PRODUCTS - COM/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HAZARD / POLICY	CPP0001624-10	02-01-06	02-01-07	AUTO ONLY - EA ACCIDENT	\$500,000
					OTHER THAN AUTO ONLY	EAC ACC \$500,000
					AGGREGATE	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BU-0001624-10	02-01-06	02-01-07	EACH OCCURRENCE	\$4,000,000
					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				EL EACH ACCIDENT	
					EL DISEASE - POLICY LIMIT	
					EL DISEASE - EA EMPLOYEE	
A	OTHER GARAGE KEEPERS LEGAL LIABILITY	CPF0001624-10	02-01-06	02-01-07	COMPREHENSIVE COMP DEDUCTIBLE	\$800,000
					COLLISION	\$500
					COLL DEDUCTIBLE	\$600,000
						\$500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL ITEMS
 COVERAGE APPLIES AS RESPECTS WORK PERFORMED BY THE NAMED INSURED ON BEHALF OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER | ADDITIONAL INSURED, INSURER LETTER | CANCELLATION

BOONE COUNTY PURCHASING 601 E. WALNUT, RM. 209 COLUMBIA, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. **Prior Services Performed for:**

Company Name: RYDER TRANSPORTATION
Address: 10000 DARNELL
LENEXA, KS 66215
Contact Name: RUSTY STROTHER
Telephone Number: 913-888-5040

Date of Contract: 1-1-06 TO 1-1-07 RENEWABLE YEARLY - HELD FOR LAST 8 YEARS +
Length of Contract: RENEWABLE YEARLY

Description of Prior Services (include dates): PREVENTIVE MAINTENANCE
ALL TYPES OF MECHANICAL REPAIRS
RYDER RENTS TRUCKS + BUSES TO MANY DIFFERENT VENDORS
WE WORK ON SOME OF THESE NEARLY EVERY DAY - TOO NUMEROUS TO LIST.

2. **Prior Services Performed for:**

Company Name: CUMMINS MIDSOUTH L.L.C.
Address: 7210 HALL ST.
ST. LOUIS MO. 63147
Contact Name: DENNIS LAFOREST
Telephone Number: 314-389-5400

Date of Contract: RENEWABLE YEARLY - HELD FOR MORE THAN 25 YEARS
Length of Contract: YEARLY RENEWABLE

Description of Prior Services (include dates): MECHANICAL + ELECTRONIC REPAIRS
ON CUMMINS ENGINES + COMPONENTS
REPAIRS MADE ON NEARLY A DAILY BASIS - TOO NUMEROUS TO LIST

3. **Prior Services Performed for: FABICK SOUTHWEST - CATERPILLAR**

Company Name: FABICK SOUTHWEST
Address: 2222 E. KEARNEY

Contact Name: JUSTIN HEATH
Telephone Number: 417-866-6651

Date of Contract: RENEWABLE YEARLY - HELD FOR MORE THAN 25 YEARS
Length of Contract: YEARLY RENEWABLE

Description of Prior Services (include dates): MECHANICAL + ELECTRONIC REPAIRS
ON CATERPILLAR ENGINES + COMPONENTS
REPAIRS MADE ON NEARLY A DAILY BASIS - TOO NUMEROUS TO LIST

EXHIBIT B

CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before the bid will be considered. The following statements as to experience, equipment and general qualifications of the Bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the Bidder and included in the bid evaluation.

- I. Name, address and phone number of principal business office which Contract will be administered from:

AL SCHEPPERS MOTOR CO.
1722 SOUTHRIDGE DR.
JEFFERSON CITY MO. 65110
573-636-2133

- II. Number of years Bidder has been engaged in heavy equipment/truck maintenance business:

68 YEARS

- III. The Bidder as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof).



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

Request for Bid (RFB)

Heather Turner, CPPB, Senior Buyer

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

Bid Data

Bid Number: **76-02NOV06**
Commodity Title: **Mechanic Services-Heavy Equipment & Trucks Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY, NOVEMBER 2, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **THURSDAY, NOVEMBER 2, 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**
- Exhibit B **Contractor Qualification Statement**
- Exhibit C **Boone County Heavy Equipment & Truck Inventory
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Mechanic Repair Services** to various heavy equipment and trucks for the Boone County Public Works Department.
 - 2.1.1. All requests for service shall be made on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **REPAIR LOCATIONS** - Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201 and service calls provided to heavy equipment at various locations within Boone County - Missouri.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. **Background Information:** The maintenance and repair of heavy equipment and trucks is currently performed at a central maintenance garage facility within the Boone County Public Works department. This *Request for Bid* is intended to secure the services of an experienced Contractor to provide repair service as requested by the Boone County Public Works department on an "as required" basis. The intent is for the Contractor to provide mechanic repair service when Boone County mechanics are not available or the work is such that additional mechanics are required. This bid includes an hourly charge for service provided at the maintenance garage facility and a mileage charge that will be paid in addition to the hourly mechanic charge for service calls provided to various equipment located within the County. The list of potential heavy equipment under this contract is attached as *Exhibit C*. Other equipment may be added throughout the year.
 - 2.7.2. **Major Repairs:** Before major non-emergency repairs (\$1,000 or more) are approved, Contractor shall provide the County with a written quotation, detailing parts and labor charges within three (3) business days. Quotations shall be based on the contract prices resulting from this *Request for Bid*. Major emergency repairs will be quoted verbally to expedite the job, and a written confirming quotation will follow. Unit prices bid shall not exceed the contract prices.

- 2.7.3. **Repair Limitations:** Repairs estimated to exceed \$1,000 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the County. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Contractor to the County.
- 2.7.3.1. The County reserves the right to bid any job with an estimated cost of \$4,500 or more and to utilize other vendors and in-house staff for all projects.
- 2.7.3.2. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.7.4. **Use of Contract:** The resulting contract from this bid is for Boone County Public Work's Department use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.
- 2.7.5. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.7.6. **Contractor Qualifications and Experience:** Bidders 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. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided mechanic repair service of heavy equipment within the preceding 36 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Exhibit B – Contractor Qualification Statement* may be used to list references.
- 2.7.6.1. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 2.7.6.2. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.7.7. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
1. Name of the County location where equipment repair was performed.
 2. Description of equipment and work performed.
 3. Date(s) work performed.
 4. Itemized list of material, if any.
 5. Itemized cost of material, if any.
 6. Labor cost per hour.

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

- 2.7.7.1. Invoices should be submitted to Boone County Public Works department for payment, which will be made 30 days after receipt and acceptance of a correct and valid invoice. The billing address is

Boone County Public Works, 5551 Highway 63 South, Columbia, MO 65201.

- 2.7.8. **County Representative(s):** Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
- 2.8. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.8.1. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in 4.11.
- 2.8.2. All County calls for service must be returned within one (1) hour of initial telephone call.
- 2.8.3. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. For **non-emergency call-out**, the Contractor should be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. For **emergency call-out**, the contractor shall verbally respond to requests for emergency services within two hours and be on site to perform repairs within four hours after being contacted. Contractor shall contact the Boone County Authorized Representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on a 24 hour, seven day a week basis if deemed necessary by the Boone County Authorized Representative.
- 2.8.4. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.8.5. **Road Calls:** The Contractor shall provide emergency road service calls for the County's heavy equipment and dump truck fleet. The Contractor shall have persons on call to expeditiously handle equipment and truck breakdowns.
- 2.8.6. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.8.7. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Boone County Authorized Representative shall be consulted.
- 2.8.8. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8.9. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County

including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

- 2.8.10. **Materials/Parts:** All materials/parts provided by Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 2.8.11. **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
 - 2.8.11.1. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.8.12. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.8.13. Repair work shall be performed at the Boone County site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Public Works Authorized Representative will be advised and informed of the nature or repairs that cause the shutdown.
- 2.8.14. **Reports:** Contractor, upon request, will furnish the County Authorized Representative a written report of the total dollar volume of business. Such reports shall be submitted within 15 days of request. Contractor personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under contract. All information, reports and listings requested by the County shall be provided free of charge.
- 2.9. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
 - 2.9.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.9.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.9.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor

shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Insurance Certifications:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.10. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.12. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.12.2. **County Authorized Representative** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.3. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then

tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

- 2.12.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.12.5. **Pricing:** Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 2.12.6. **Price Changes:** The labor rates and cost plus percentages rates bid on the Response Page shall be consistently applied and remain firm through December 31, 2004, unless otherwise stated clearly. If requested by the Contractor sixty days prior to renewal date, labor rates may be adjusted for the next renewal period. On the Response Page, state the maximum percent increase proposed for the renewal periods. If labor rates are based upon a nationally recognized index, please list the index which will be used for proposed increases: _____.
- No material/part cost plus % increase will be allowed.**
- 2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
- 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **Mechanic Repair Work:** We propose to furnish the repair service for the County of Boone at the labor rate and parts discount listed below and/or attached. All services shall be performed in accordance with the terms and conditions of the bid and resulting contract.

4.7.1. **Our bid is for the following:**

_____ Heavy Equipment Service Only

_____ Truck Repair Service Only

_____ Both Heavy Equipment and Truck Repair Service

4.7.2.	ITEM	DESCRIPTION	UNIT PRICE
	1.	Material/Parts (Total Cost plus %) \$0-\$749	%
	2.	Material/Parts (Total Cost plus %) \$750-\$4,499	%
	3.	Material/Parts (Total Cost plus %) \$4,500 and up	%
	4.	State Your Standard Mechanic Labor Rate Per Hour Name of Flat Rate Manual Used for Costing Services: _____ (Manual shall be provided by Contractor at time of award).	\$ /hour
	5.	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$ /hour
	6.	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$ /hour
	7.	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$ /hour
	8.	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$ /mile
4.8.	Emergency Twenty-Four Hour Service Contact:		
	Name: _____		
4.8.1.	Telephone Number: _____		

4.9.	Call Response Time: within _____ hours after notification by County.
4.10.	Holidays: Contractor shall list the holidays observed by their company: _____

4.11. Maximum Percentage Increase for Renewal Periods

4.11.1. _____ % 2nd Year

4.11.2. _____ % 3rd Year

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign By Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. _____

4.12.3. Today's Date: _____

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



EXHIBIT A

PRIOR EXPERIENCE

(Bidder must have satisfactorily completed or currently maintained three (3) heavy equipment repair service contracts in the last three (3) years)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

EXHIBIT C

BOONE COUNTY HEAVY EQUIPMENT AND TRUCK INVENTORY

(The following section is for informational purpose only. No dollar figures are required in this section.)

Articulated Motor Grader

Track Loader

Track Dozer

Rubber Tired Loader

Hydraulic Excavator

Rubber Tired Backhoe

Skid Steer Loader

Compaction Equipment

Asphalt Paver

Single Axle Dump Truck

Tandem Axle dump Truck

Road Tractor and Lowboy Trailer



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 76-02NOV06 Mechanic Services-Heavy Equipment and Trucks Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term

Term. 20 06

In the County Commission of said county, on the

7th

day of December

20 06

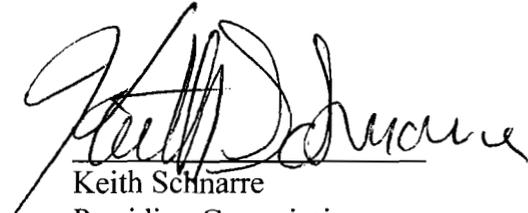
the following, among other proceedings, were had, viz:

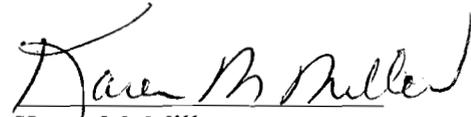
Now on this day the County Commission of the County of Boone does hereby award bid 86-21NOV06 Solid Block Asphalt Sealant to Paving Maintenance Supply, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 7th day of December, 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of December 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to cover advertising expenses through November 2006 in the Human Resource Department.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1123-86800 – Emergency Funds	\$10,700.00	
1115-84300 – Advertising		\$10,700.00

Done this 7th day of December, 2006.

ATTEST:

Wendy S Noren
Wendy S. Noren
Clerk of the County Commission

Keith Schlarre
Keith Schlarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of December 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to replace three telephones in the PA/Child Support Office.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1263-91100 – Furniture & Fixtures	\$650.00	
1263-91000 – Office Equipment		\$650.00

Done this 7th day of December, 2006.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Keith Schnarre
 Keith Schnarre
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

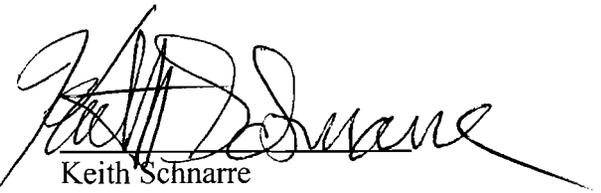
December Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 7th day of December 20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request to transfer employee to 111% of Mid-point for Richard Hicks – Prosecuting Attorney’s Office according to the Authorized Transfer Salary (ATS).

Done this 7th day of December, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
SOLID BLOCK ASPHALT SEALANT TERM AND SUPPLY**

THIS AGREEMENT dated the 7 day of December 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Paving Maintenance Supply, Inc.**, herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Solid Block Asphalt Sealant Term and Supply**, County of Boone Request for Bid, bid number **86-21NOV06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated November 17, 2006 and executed by Greg Dostal, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on January 1, 2007 and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

4. **Delivery** - Contractor agrees to deliver the items as specified and as requested by the County and within 10 days after receipt of the order.

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

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

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

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

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

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

PAVING MAINTENANCE SUPPLY, INC.

by [Signature]
 title Branch Manager
 address 1808 SW Market
Lee's Summit, Mo 64082

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
 County Counselor

ATTEST:

[Signature]
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
 Signature by cgy

11/30/06
 Date

2040-26000 Term/Supply
no encumbrance required
 Appropriation Account

4. Response Form

- 4.1. Company Name: Paving Maintenance Supply, Inc.
- 4.2. Address: 1808 SW Market
- 4.3. City/Zip: Lee's Summit, MO 64082
- 4.4. Phone Number: 816-525-8755
- 4.5. Fax Number: 816-525-8756
- 4.6. Federal Tax ID: 48-0977963
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING**

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ *.292/1b /lb	\$ 11,096.00
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ 45.95 /each	\$ 275.70
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ 10.75 /each	\$ 129.00
4.7.4.	GRAND TOTAL			\$ 11,500.70

* pound price January 1st, 2007 to May 31st, 2007, June 01 to Dec 01, 2007

4.7.5. Maximum Percentage Increase for Renewal Periods .305/1b

n/a % 2nd Year

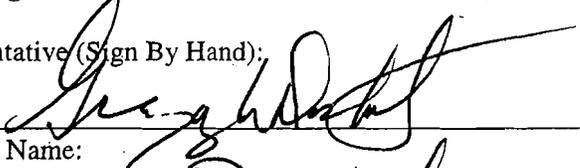
n/a % 3rd Year

4.7.6. Delivery After Receipt of Order: 7-10 Days

4.7.7. Describe Vendor Return Policy:

20% restocking fee

4.8. 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.

4.8.1. Authorized Representative (Sign By Hand):
Greg Dostal 

4.8.2. Type or Print Signed Name:
Greg Dostal 

4.8.3. Today's Date: 11/17/2006

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

 x Yes No



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET
POLYFLEX TYPE 2
 PART NO. 34518

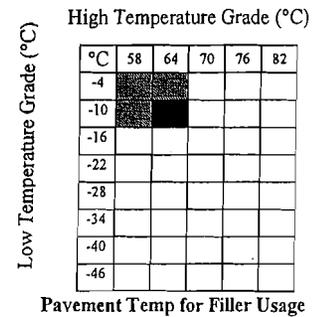
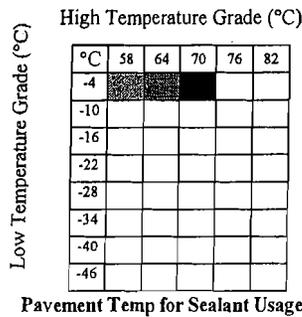
JANUARY 2004

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 2 is a single component, hot-applied, petroleum based product which is used to seal and fill cracks and joints in both asphalt and portland cement concrete pavements in warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and is resistant to flow at summer temperatures. PolyFlex Type 2 can be used in highway, street, airfield and parking lot pavements. It should be applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility.

USAGE GUIDELINES PolyFlex Type 2 pavement temperature performance limits are 70-4 for crack sealing and 64-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended



SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the safe heating temperature are as follows:

Test	Specification Limits
Cone Penetration, 77°F(25°C)(ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C)min
Ductility 77°F(25°C)(ASTM D113)	30cm min
Flexibility (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F(60°C) (ASTM D5329)	3 mm max.
Brookfield Viscosity, 400°F(204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion (ASTM D5329)	500% min.
Safe Heating Temperature	400°F (204°C)
Recommended Pour Temperature	380°F (193°C)

APPLICATION The unit weight of Crafco PolyFlex Type 2 sealant is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Application Instructions for Hot Applied RoadSaver, PolyFlex and Asphalt Rubber Products (January 2002) to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of products which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310 kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Application Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.



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

Request for Bid (RFB)

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

Bid Data

Bid Number: **86-21NOV06**
Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 21, 2006**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY, NOVEMBER 21, 2006**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from January 1, 2007 through December 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Solid Block Asphalt Sealant** as needed for the Boone County Public Work's Department.
 - 2.1.1. **Product Specification** – Crafc0 Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatability (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.
 - 2.1.2. **Product Information:** Vendors shall submit product specification and MSD sheets with Bid Response.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from January 1, 2007 through December 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.6. **SCOPE OF SERVICE** - The Public Works Department will order the specified material, as detailed on the *Response Form*, on an "as required" basis. The County requests direct shipment to the Public Works Department within one(1) week from the date of order.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.7.2. **Quantities:** Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate. The County anticipates ordering approximately 38,000 pounds.
 - 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
 - 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the

contract.

- 2.7.5. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.
- 2.8. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.9. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.10. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.10.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
- 2.11. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
- 2.12. **PAYMENT** - Invoices should be submitted to the various ordering departments of Boone County for payment which will be made 30 days after receipt of a correct and valid invoice.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ _____ /lb	\$ _____
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ _____ /each	\$ _____
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ _____ /each	\$ _____
4.7.4.	GRAND TOTAL			\$ _____

4.7.5. Maximum Percentage Increase for Renewal Periods

_____ % 2nd Year

_____ % 3rd Year

4.7.6. Delivery After Receipt of Order: _____ Days

4.7.7. Describe Vendor Return Policy:

4.8. **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.**

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. _____
Type or Print Signed Name:

4.8.3. Today's Date: _____

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

_____ Yes

_____ No



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Senior Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"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: 86-21NOV06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee: Richard Hicks Department: Prosecuting Attorney

Position Title First Assistant Prosecuting Attorney Position No. 201

Proposed Starting Salary (complete one only) Annual: \$72,134.40 % of Mid-Point 111%
OR Hourly: _____ % of Mid-Point _____

No. of employees in this job classification within your Department? There is only one First Assistant Prosecuting Attorney

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level)

Richard has been licensed to practice law since 1995. Prior to coming to the Boone County Prosecutor's Office he worked at the Missouri Attorney General's Office as a Special Prosecutor. In September of 2002, he was hired as an assistant prosecutor in Boone County and he has been employed in that capacity since that time.

Richard has a tremendous amount of criminal law experience. Over his career, he has exclusively handled criminal cases, including hundreds of felonies and over a thousand misdemeanors.

Richard is a very talented and proficient trial lawyer. He has tried approximately fifty jury trials, the majority of which have been felonies. He has tried ten murder cases. Since coming to the Boone County Prosecutor's Office, he has handled numerous complex and high profile cases.

Richard is an extremely intelligent and hard worker. He uses excellent judgment. He is thoughtful and conscientious. He works very well with his co-workers and he has their respect. He gets along well with victims, witnesses, police officers, other attorneys and judges.

Richard is an invaluable asset to the Boone County Prosecutor's Office. He has played and will continue to play an integral role in our efforts to fairly and effectively enforce the laws of the State of Missouri in Boone County.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification:

This is a single person classification and there are no other comparable positions in this office or in Boone County government.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices?
Not Applicable

Additional comments:

There will be no additional budgetary impact since I am asking that Richard Hicks be paid the same salary that I am currently paid as First Assistant Prosecuting Attorney.

Administrative Authority's Signature: Daniel L. Knight Date: 11-17-06

To be effective 1/1/07

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: [Signature] Date: 11/17/06

Human Resource Director's Recommendations: Recommend approval based on justification provided by Dan Knight.

Human Resource Director's Signature: Betty Dichmeite Date: 11-28-06

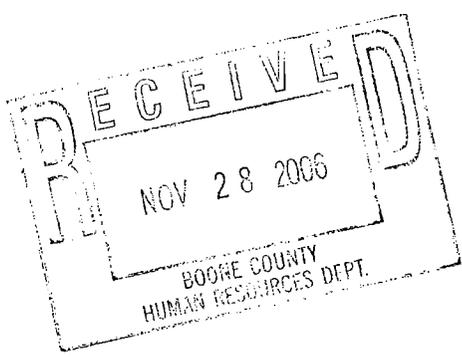
County Commission Approve Deny
Comment(s): _____

Presiding Commissioner's Signature: [Signature] Date: 12-7-06

District I Commissioner's Signature: [Signature] Date: 12/07/06

District II Commissioner's Signature: [Signature] Date: 12/07/06

(hr/forms/Request to Transfer Above "ATS" (Authorized Transfer Salary) 04/20/06



CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

7th

day of December

20 06

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

Now on this day the Boone County Commission does hereby authorize a closed meeting on Wednesday December 13, 2006 at 10:00 a.m. The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (13) RSMo to discuss Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment and 610.021 (3) RSMo to discuss hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

Done this 7th day of December, 2006.

ATTEST:

Wendy S Noren
Wendy S. Noren
Clerk of the County Commission

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner