

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

29th

day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Golf View Development, LLC to approve a revised Review Plan on 14.1 acres, more or less, located at 7400 E. St. Charles Rd., Columbia, Missouri.

Done this 29th day of August 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

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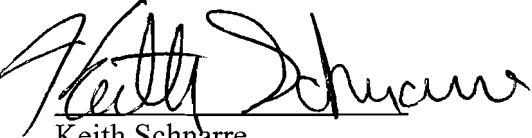
August Session of the July Adjourned Term

Term. 20 06

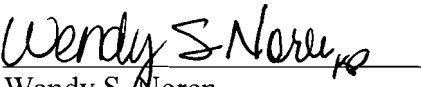
In the County Commission of said county, on the 29th day of August 20 06
the following, among other proceedings, were had, viz:

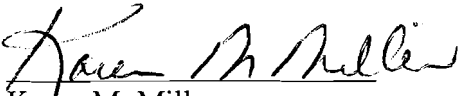
Now on this day the County Commission of the County of Boone does hereby approve the request by Joe and Elaine McDow on behalf of Verizon Wireless to allow a transmission facility including 147' tower on 73.13 acres, located at 5900 E. Log Providence Rd., Columbia Missouri.

Done this 29th day of August 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

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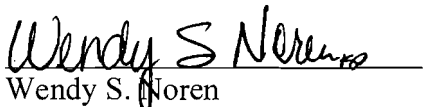
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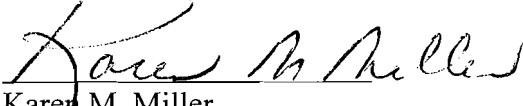
Now on this day the County Commission of the County of Boone does hereby approve the request by Ralph and Rometta Mertensmeyer on behalf of Verizon Wireless to allow a transmission facility including 127' tower on 25.76 acres, located at 21350 S. Westbrook Dr, Hartsburg, Missouri.

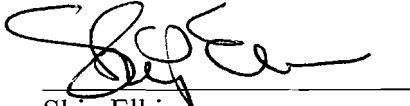
Done this 29th day of August 2006.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
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In the County Commission of said county, on the

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day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Bigsky Investments LLC to rezone from R-S (Single Family Residential) to M-LP (Planned Light Industrial) on 14.0 acres, more or less, located at 7001 W. Henderson Rd., Columbia.

Done this 29th day of August 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

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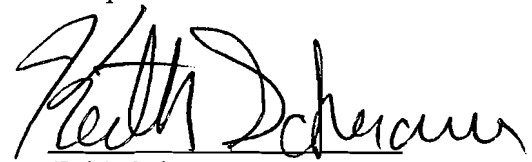
20 06

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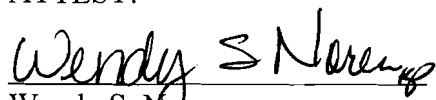
Now on this day the County Commission of the County of Boone does hereby approve the Review Plan by Bigsky Investments LLC from R-S (Single Family Residential) to M-LP (Planned Light Industrial) on 14.0 acres, more or less, located at 7001 W. Henderson Rd., Columbia with the following conditions:

- The current approval is for a single business entity to occupy the proposed structures on proposed lot 101 and that no leasing or operation of multiple businesses including activities such as at an office park or strip-mall are allowed without coming back through the process for a new approval.
- That it is recognized that no additional structures are allowed on proposed lots 101-108 without going back through the process and receiving approval of a revised review and revised final plan.
- A commercial public road will need to be built along the west property line of this 14-acres when any of the lots are platted or uses are proposed for lots proposed lots 102-108. This public road must start at Henderson Road if it is not built as a through road in a single phase.
- Any proposal to subdivide this property further or introduce additional uses will trigger the requirements to construct a collector wastewater system acceptable to BCRSD and such system is to be turned over to BCRSD.

Done this 29th day of August 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

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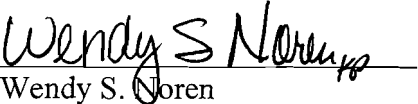
Now on this day the County Commission of the County of Boone does hereby approve the request by GL & D LLC to rezone from A-1 (Agriculture) to A-2P (Planned Agriculture) and to approve a Review Plan on 12.38 acres, more or less, located at 3200 E. Hwy 124, Hallsville, Missouri with the following conditions:

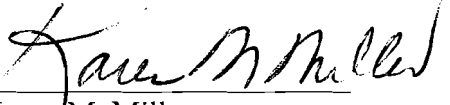
- Prior to approval of the final plan, the developer shall install fire hydrant or hydrants at spacings not to exceed 500-feet. The actual location of the hydrants shall be determined by the Boone County Fire Protection District and Public Water Supply District Number 4.

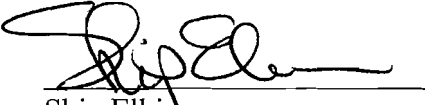
Done this 29th day of August 2006.


 Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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In the County Commission of said county, on the

29th

day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by GL & D LLC to rezone from A-1 (Agriculture) to A-2P (Planned Agriculture) and to approve a Review Plan on 12.38 acres, more or less, located at 3200 E. Hwy 124, Hallsville, Missouri

Done this 29th day of August 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

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In the County Commission of said county, on the

29th

day of August

20 06

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

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

- Old Orchard Estates. S33-T46N-R12W. A-2. John and Kathy Leffert, owners. Brian David Dollar, surveyor.
- Jacobs Ridge Blocks 1. S35-T50N-R14W. A-2. Farms LLC., owner. Brian David Dollar, surveyor.

Done this 29th day of August 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
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In the County Commission of said county, on the

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day of August

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by Allen and Judy Ronnebaum to approve a final development plan for A.J. Green Acres on 26.89 acres, more or less, located at 3125 N Rte Z, Columbia Missouri.

Done this 29th day of August 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
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20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the request by the Boone County Fire Protection District on behalf of Verizon Wireless to approve a Final Development Plan on 2.4 acres located at 5881 S Highway 63, Columbia Missouri

Done this 29th day of August 2006.

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Woren
Clerk of the County Commission

Karen M. Miller
District I Commissioner

Skip Elkin
District II Commissioner

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August Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 29th day of August 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 67-25AUG06 New 4.5L Diesel John Deere Engine to Cooke Sales & Service. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 29th day of August 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

**PURCHASE AGREEMENT FOR
New 4.5L Diesel John Deere Engine**

THIS AGREEMENT dated the 29 day of August 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cooke Sales & Service**, 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 New 4.5L Diesel John Deere Engine, bid number **67-25AUG06** 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 August 25, 2006 and executed by Angela Peterson, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

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

- | | |
|---|------------|
| • Item 4.8.1. – New 4.5L Diesel John Deere Engine | \$7,630.00 |
| • Item 4.10. – Freight to return core | \$200.00 |
| • For a total cost of | \$7,830.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within one day after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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


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

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


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

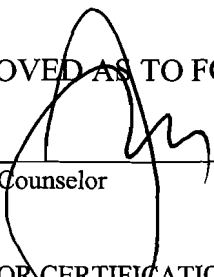
COOKE SALES & SERVICE

by 
title 7/31/06

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

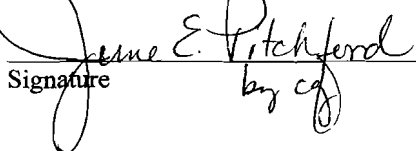

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 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.)

 by cgj
Signature Date Appropriation Account
8/28/06
2040/60200 - \$7,830.00

County of Boone

Purchasing Department

4. Response Form

- 4.1. Company Name: Cooke SALES & Service
- 4.2. Address: 809 S Westminster
- 4.3. City/Zip: Fulton, MO 65251
- 4.4. Phone Number: 573-642-2258
- 4.5. Fax Number: 573-642-2250
- 4.6. E-Mail Address: Cooke2000145@yahoo.com
- 4.7. Federal Tax ID: _____

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name OSCAR COOKE
- Other (Specify) _____

4.8. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1. New John Deere Engine as per Section 2.	\$ <u>5,830.00</u>	1	\$ <u>5830.00</u>
4.9. Cash Discount	\$ <u>0</u> net _____ days		
4.10. Freight to return the engine core (if needed)	Plus <u>1,800.00 CORE</u> <u>Returned</u> \$ <u>200.00</u> if engine is usable		
4.11. GRAND TOTAL (4.8.1. -- 4.9. + 4.10.)	Includes <u>1,800 core</u> \$ <u>7,830.00</u>		

NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.4. WITH THE BID RESPONSE

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

4.13.1. Authorized Representative (Sign By Hand):
Angela Peterson Parts Manager Date: 8/25/06

4.13.2. Print Name and Title of Authorized Representative
Angela Peterson

4.14. Delivery ARO: 1 day delivery time

2 year OR 2,000 mile WARRANTY



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

Request For Bid (RFB)

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **67-25AUG06**
Commodity Title: **New 4.5L Diesel John Deere Engine**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, AUGUST 25, 2006**
Time: **1:30 PM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**
Note: Since time is of the essence, bids transmitted by fax machine will be accepted. Please fax bid response to (573) 886-4390

Bid Opening

Day / Date: **FRIDAY, AUGUST 25, 2006**
Time: **1:30 PM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Terms and Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions
"No Bid" Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing and delivery of a New 4.5L Diesel John Deere Engine with those features as outlined below.
- 2.2. **MODEL REQUIRED** – New 4.5 Liter Diesel John Deere model #4045DF270B. The engine family is 4JDXL04.5051.
- 2.2.1. **Quantity** – 1 **Note: Vendor will be bidding on one (1) New John Deere Engine.**
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. The vendor shall include engine specifications with the bid submittal as well as a description of the systems that are included on the motor. The following items are **NOT** included with the motor: flywheel, starter, crank pulley, and Intake/exhaust manifolds. All manufactured parts and engine shall be built in conformance with factory specifications.
- 2.3.2. **Warranty:** The vendor shall warranty the engine for a **minimum** of two years or 2,000 hours. The vendor shall include a copy of the warranty with the bid submittal.
- 2.3.3. **Designee** – Boone County Public Works Maintenance Operations Division
- 2.3.4. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390 Email: hturner@boonecountymo.org
- 2.3.5. **Delivery:** The engine shall be delivered FOB to Boone County Public Works, 5551 Highway 63 S., Columbia, MO 65201. The price for the engine shall include all freight. The vendor must specify whether an engine core is required and must include pricing on freight to return the core (if needed).
- 2.3.5.1. The vendor must state the delivery time once the order is received on the attached Response Form. Delivery times will be taken into consideration when making an award.
- 2.4. **BID SUBMISSION REQUIREMENTS**
- 2.4.1. The bidder must include the following with their bid submittal:
 - 2.4.1.1. Engine specifications and a description of the systems included on motor,
 - 2.4.1.2. Copy of warranty,
 - 2.4.1.3. Delivery time, and
 - 2.4.1.4. Whether an engine core is required. If an engine core is required, the vendor must include the price of such in section 4.8.1 on the Response Form.

3. Response Presentation and Review

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

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. **PRICING**

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1. New John Deere Engine as per Section 2.	\$ _____	1	\$ _____
4.9. Cash Discount	\$ _____	net _____	days _____
4.10. Freight to return the engine core (if needed)			\$ _____
4.11. GRAND TOTAL (4.8.1. – 4.9. + 4.10.)			\$ _____

4.12. **NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.4. WITH THE BID RESPONSE**

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

4.13.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.13.2. Print Name and Title of Authorized Representative

4.14. Delivery ARO: _____



Standard Terms and Conditions

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

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

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

Boone County Purchasing
Heather Turner
Senior Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

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

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

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

Bid Number 67-25AUG06 New 4.5L Diesel John Deere Engine

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID: