

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

23rd day of October 20 07

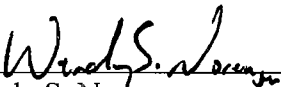
the following, among other proceedings, were had, viz:

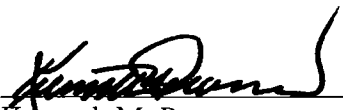
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision along with the bond for infrastructure improvements in the amount of \$ 796,000 and authorize the Presiding Commissioner to sign said plat and bonding documents:

Trade Winds Park Plat No. 2. S12-T48N-R12W. M-L. I-70, LLC, owner. David T. Butcher, surveyor.

Done this 23rd day of October, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: PREMIER BANK
MAIN BANKING CENTER
815 WEST STADIUM BLVD
JEFFERSON CITY, MO 65109

Date of Issue: 10-18-2007 Letter of Credit Number: 1100405-1224

Amount: U.S. \$ 796,000.00
(SEVEN HUNDRED NINETY SIX THOUSAND AND NO/100 U.S. DOLLARS)

For Benefit Of:
Beneficiary Name and Address

For Account Of:
Applicant Name and Address

BOONE COUNTY MISSOURI
COLUMBIA, MO 65201

I 70 LLC
103 N GARTH AVENUE
COLUMBIA, MO 65203

LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one) together with the documents described below. Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under [Issuer name] Letter of Credit No. [Letter of Credit number] dated [Letter of Credit date]." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the Draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

DRAWINGS.

- Partial drawings shall not be permitted under this Letter of Credit.
- Partial drawings are permitted. The maximum number of drawings that may be made is 3

DOCUMENTS. Each Draft must be accompanied by the following, an original and two copies except as stated:

- The original Letter of Credit, together with any amendments.
- A sight draft drawn by Beneficiary on Issuer.
- A signed statement by Beneficiary including the following statement: SEE ATTACHED ADDENDUM
- Other documents:

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

SPECIAL INSTRUCTIONS: THE LETTER OF CREDIT WILL EXPIRE ON 4/18/08, OR ON THE DATE THAT WORK IS ACCEPTED BY BENEFICIARY

EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 2:00 PM (Time) on 04-18-2008 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of _____ days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least _____ days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit. In any event, this Letter of Credit shall expire on _____ without any notice from Issuer to Beneficiary.

TRANSFERABILITY. This Letter of Credit is transferable non-transferable.

APPLICABLE LAW. This Letter of Credit shall be governed by:

- the Uniform Customs and Practice for Documentary Credits, 2006 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment.
- the International Standby Practices 1998 (ISP98).

This Letter of Credit shall also be governed by the laws of MISSOURI, the United States of America, so long as such laws are not inconsistent with the UCP or ISP, as applicable.

PREMIER BANK

(Issuer Name)

By

(Signature)

(Date)

10/22/2007

SCHUYLER J. MARIEA, EXEC. VICE PRESIDENT

(Signer Name and Title)

Addendum to Irrevocable Standby Letter of Credit #1224

An event of default has occurred in that the construction, described in the approved plans for Trade Winds Park Plat #2, dated 10/12/2007, and applicable published Boone County standards, has not been or, in the reasonable judgment of the Boone County Public Works Department, will not be completed by the expiration date of this letter of credit or has not been or, in the reasonable judgment of the Boone County Public Works Department, will not be completed pursuant to said plans or standards by said expiration date.

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 County of Boone } ea.

October Session of the October Adjourned Term. 20 07

In the County Commission of said county, on the 23rd day of October 20 07

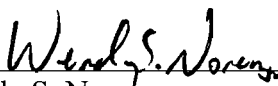
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the replacement of a vehicle for the Sheriff's Department:

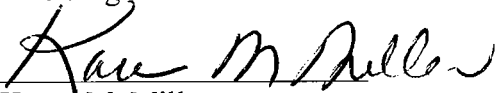
Department	Account	Department Name	Account Name	Decrease	Increase
2500	92400	Forfeiture Funds	Repl Auto/Truck		\$1,800.00
2500	59000	Forfeiture Funds	Gasoline		\$500.00
2500	71600	Forfeiture Funds	Equip Lease/Meter Chg		\$10.00

Done this 23rd day of October, 2007.

ATTEST:


 Wendy S. Noreh
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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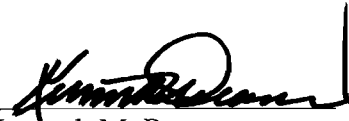
the following, among other proceedings, were had, viz:

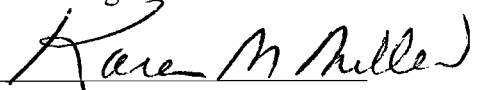
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the participating addendum with Verizon for the cooperative contract 13-00115 – Wireless Communication Services and Equipment.

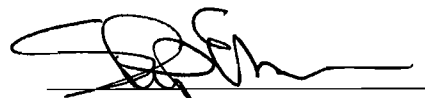
Done this 23rd day of October, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


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District II Commissioner

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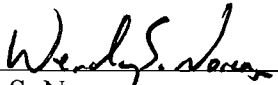
In the County Commission of said county, on the 23rd day of October 20 07


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


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of St. Louis Professional Services Agreement for Weather Forecasting Services with Weather or Not. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 23rd day of October, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

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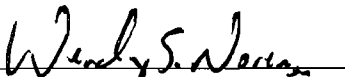
In the County Commission of said county, on the 23rd day of October 20 07


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

Now on this day the County Commission of the County of Boone does hereby award bid 69-09OCT07 – Self-Propelled Vibratory Roller to Roland Machinery Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 23rd day of October, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
SELF-PROPELLED VIBRATORY ROLLER**

THIS AGREEMENT dated the 23rd day of October 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Roland Machinery Company**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Self Propelled Vibratory Roller, bid number **69-09OCT07** 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 4, 2007 and executed by William G. Mitchell, 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: One (1) Hamm Model 3410 Single Drum Self-Propelled Vibratory Roller S/N H1690844 with approximately 350 hours \$64,000.00
3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 2 weeks after receipt of order..
4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

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

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

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

ROLAND MACHINERY COMPANY

by W G Mitchell
title Gen Mgr

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, 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.)

2040/91300 - \$64,000.00

Jane E. Pitchford
Signature by cej

10/18/07
Date

Appropriation Account

4. **Response Form**

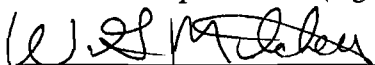
- 4.1. Company Name: Roland Machinery Company
- 4.2. Address: 4670 Crossroads Industrial Drive
- 4.3. City/Zip: Bridgeton, MO 63044
- 4.4. Phone Number: 314-291-1330
- 4.5. Fax Number: 314-291-8050
- 4.6. E-Mail Address: vkeough@rolandmachinery.com
- 4.7. Federal Tax ID: 37-1324032

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

4.8. PRICING		Unit Price	Qty	Extended Price
4.8.1.	Self propelled Vibratory Roller per Section 2	\$ 64,000.00	1	\$ 64,000.00
4.9.	Cash Discount	\$ N/A net _____ days		
4.10.	GRAND TOTAL	\$ 64,000.00		
4.11.	NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.6. WITH THE BID RESPONSE			
4.12.	Describe Any Deviations			

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: 10/4/07

4.13.2. Print Name and Title of Authorized Representative

William G. Mitchell, General Manager

4.14. 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

4.15. Delivery ARO: 2 weeks



www.rolandmachinery.com

Corporate
816 N. Dirksen Parkway
Springfield, IL 62702
800-252-2926
Fax (217) 744-7314

Chicago Division
220 E. Frontage Rd.
Bolingbrook, IL 60440
800-826-9608
Fax (630) 739-9443

Wisconsin Division
2916 N. Sylvania Avenue
Franksville, WI 53126
(800) 811-6005
Fax (262) 835-2844

St. Louis Division
4670 Crossroads Ind. Dr.
Bridgeton, MO 63044
800-274-7230
Fax (314) 291-8050

October 4, 2007

Ms. Heather Turner
Senior Buyer
Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, Missouri 65201

Dear Ms. Turner:

We are pleased to submit the following quotation in response to your Request for Bid Number 69-09OCT07 for the purchase of a self-propelled vibratory roller:

ONE RENTAL RETURN HAMM MODEL 3410 SINGLE DRUM SELF-PROPELLED VIBRATORY ROLLER, S/N H1690844, 2007 model with approximately 350 hours and equipped as follows:

Engine

Model Deutz BF4M2-012C Turbocharged, water cooled, 4 cylinder, 131 horsepower at 2300 RPM

Instruments

Hourmeter, parking brake indicator light, engine oil pressure warning light, alternator charge light, air cleaner restriction indicator light, fuel gauge, engine temperature gauge, hydraulic oil temperature gauge, horn, emergency stop, vandalism protection

Drive

Hydrostatic drive, infinitely variable
Planetary axle with limited differential

Vibration System

Hydrostatic drive
Frequency, 1800/400 VPM
Nominal amplitude, .075"/.029"
Centrifugal force, 50,625/39,375 lbs.

Tires

Profile tires AW 23.1/18-26 12 PR

Cape Girardeau, MO
800-274-7210
Fax (573) 334-1887

Carterville, IL
800-274-7202
Fax (618) 985-2992

Columbia, MO
800-274-7212
Fax (573) 814-0087

DeForest, WI
(866) 475-7040
Fax (608) 842-4193

Eau Claire, WI
(866) 475-7035
Fax (715) 874-5401

Escanaba, MI
(800) 236-6425
Fax (906) 786-5813

Green Bay, WI
(866) 475-7047
Fax (920) 435-5454

Marengo, IL
800-765-2635
Fax (815) 923-4973

Palmyra, MO
800-274-7214
Fax (573) 769-2059

Portage, IN
(888) 764-8226
Fax (219) 764-8613

Schofield, WI
(866) 475-7016
Fax (715) 241-0044

Warranty

Full Machine until 5/7/08 or 1,000 hours, whichever occurs first
Full Engine until 5/7/09 or 3,000 hours, whichever occurs first

CASH SALE PRICE

\$64,000.00

PRICING GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED.

Terms

To be arranged.

Delivery

From stock, approximately 2 weeks from receipt of order, subject to prior sale.

State/Local Taxes not included and must be added if applicable.

Thank you for the opportunity to quote Boone County. If we may be of further assistance, please don't hesitate to call.

Yours very truly,

ROLAND MACHINERY COMPANY
ST. LOUIS DIVISION



William G. Mitchell
General Manager

WGM/kf

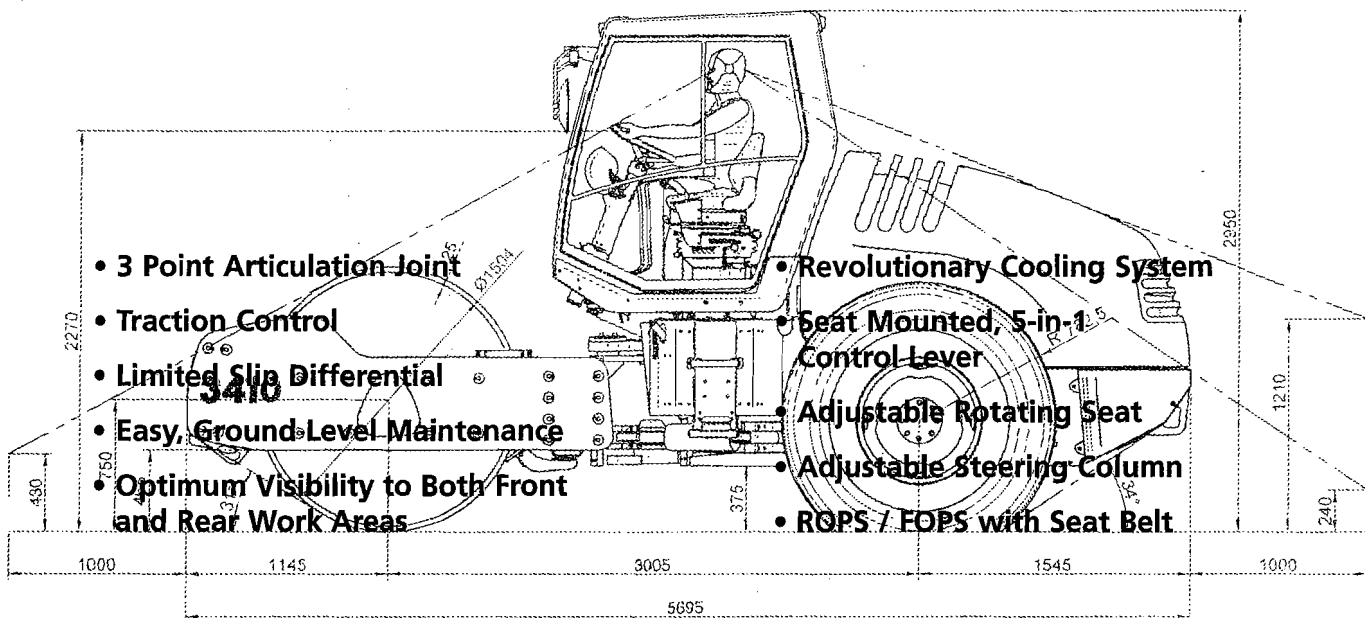
Enclosure

cc: Mr. Jerry Hess, Roland/Columbia

3410 VIBRATORY COMPACTOR



Machine including optional equipment





Description:
Vibratory compactor

3410

Basic weight	21,693 lbs (10,040 kg)
Operating weight with ROPS	22,663 lbs (10,280 kg)
Maximum weight	24,250 lbs (11,000 kg)
Weight on drum	12,511 lbs (5,675 kg)
Weight on tires	10,152 lbs (4,605 kg)
Static linear load front	149 lbs/in (26.5 kg/cm)

Working width	84" (2,140 mm)
Drum diameter	59" (1,504 mm)
Turning radius inside	157.7" (4,005 mm)

Deutz-Turbo Diesel, water cooled, 4-cylinder	Type BF4M 2012C
Performance to SAE J1349	131 HP (98 kW) at 2,300 rpm
Fuel tank	74 gal (280 ltr)

Hydrostatic drive, infinitely variable
Planetary axle with limited slip differential

Working speed	0-3.5 mph (0-5.7 km/h)
Travel speed	0-7.5 mph (0-12 km/h)

With/without vibration	59/64 %
------------------------	---------

Hydrostatic drive	
Frequency	1,800/2,400 vpm (30/40 Hz)
Nominal amplitude	.075"/.029" (1.90/0.75 mm)
Centrifugal force	50,625/39,375 lbs (225/175 kN)

Articulated frame steering $\pm 33^\circ$, oscillation angle $\pm 10^\circ$
Hydrostatic servosteering

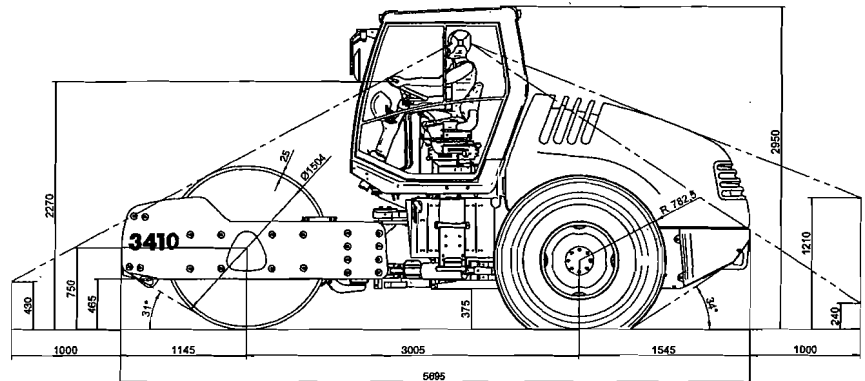
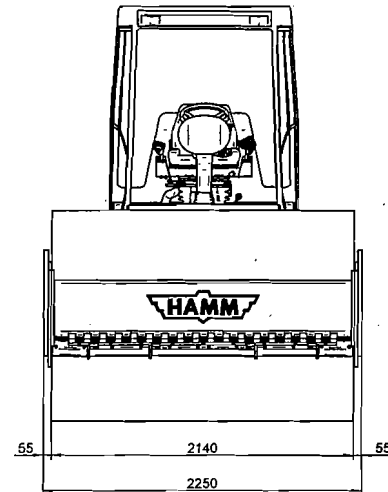
Service brake: hydrostatic
Parking brake, secondary brake: SAHR
Emergency brake: SAHR

Profile tires AW 23.1/18-26 12 PR

Operating voltage 12 V, battery 155 Ah

Isolated operator's platform with 8 way adjustable rotating seat, accessible from either side. Seat mounted, 5-in-1 control lever. Tilttable instrument and steering wheel console. Traction control. Automotive type instrument panel with complete operational and diagnostic gauges and lights. Clamshell engine cover with hydraulic assist for opening and closing. ROPS /FOPS. Seat belt. Back up alarm. Emergency stop.

ROPS/Cab with heat and a/c. Work lights. Hamm Compaction Meter. Pad foot shell kits. Special paint.



Technical data according to CECE
All specifications are subject to change without notice or obligation

Your dealer

S.3410/5K/0704

Statement of Warranty

The Hamm Compaction Division of Wirtgen America Inc warrants its products to be free from defects in material and workmanship for a period of one year from the date of delivery to the original retail purchaser or 1000 hours from date of startup whichever is earlier. Warranty coverage applies only to purchases made from Hamm and Hamm authorized Distributors, which may be transferred from the original purchaser to a subsequent purchaser provided 1) the subsequent purchaser has requested transfer of the warranty from the authorized HAMM Distributor before warranty coverage expires, and 2) the subsequent purchaser receives Hamm's written confirmation of the transfer.

HAMM will repair or replace, at its discretion, any parts that are defective in material or workmanship during the term of the warranty providing the equipment has been maintained in accordance with manufacturers recommendations. HAMM will, at its option, use genuine HAMM or remanufactured parts. HAMM replacement parts that are used in a repair are covered by the HAMM replacement parts warranty. Warranty does not cover engine, tires, and battery, which are warranted by the Original Equipment Manufacturer.

Warranty statements required by law are covered on separate warranty certificates provided to the customer at the time of sale.

Excluded from coverage are normal wear and tear, lack of proper maintenance, use of other than HAMM genuine parts during routine maintenance and repairs, failure to follow equipment operating instructions, misuse, neglect, inappropriate use for which the product was intended, vandalism, the elements, collision, or other types of accidents, non-covered components, damaged or failed components caused by non-covered components, transportation charges, service performed by other than an authorized HAMM distributor, or modifications to the product not authorized by HAMM.

Except for Hamm's express written warranty, HAMM makes no other representation or warranties as to its products, and to the fullest extent permitted by applicable law, Hamm expressly disclaims all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

In no event will HAMM, the authorized HAMM Distributor, or any company affiliated with HAMM be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment, or other commercial losses.

The selling Distributor makes no warranty of his own on any item covered by this warranty and makes no warranty on other items unless he delivers to the purchaser a separate written certificate specifically warranting the item. The Distributor has no authority to make any representations or promises on behalf of HAMM, or modify the terms or limitations of this warranty in any way.

This Statement of Warranty is not intended to be a complete expression of the terms of Hamm's Basic Warranty. A complete copy of Hamm's Basic Warranty is available upon request, and nothing contained herein shall enlarge or abridge the terms of such warranty.



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **69-09OCT07**
Commodity Title: **Self-Propelled Vibratory Roller**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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.

Bid Opening

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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 one (1) current model self-propelled 84” smooth drum vibratory roller with manufacturer’s standard equipment and features specified below. Units with up to 1000 hours will be given preference over new units.
- 2.2. **ACCEPTABLE MODELS** – Bomag 211D-3, CAT CS-533E, Dynapac CA262D, Hypac 840C, Hamm 3410, IR SD-116DX, and JCB Vibromax 115D, or Pre-approved Equal
 - 2.2.1. **Quantity –1 Note: Vendor will be bidding on one (1) Self Propelled Smooth Drum Vibratory Roller.**
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.3.1. **Engine:** 125 hp (SAE J 1995) minimum, 4 cylinder, water cooled diesel.
 - 2.3.2. **Drive System:** Hydrostatic
 - 2.3.3. **Brakes:** Service – hydrostatic, Emergency – SAHR
 - 2.3.4. **Electric:** 12 V. system, Standard equipment.
 - 2.3.5. **Tire Size:** 23.1/18-26/8PR.
 - 2.3.6. **Drum Dimension:** 84” Nominal.
 - 2.3.7. **Operating Weight:** Minimum 22,928 lbs.
 - 2.3.8. **Vibratory System:** Target centrifugal force minimum – 38,000 lbs.; maximum – 54,000 lbs.
 - 2.3.9. **Manuals:** Operator’s manual, parts book and service/repair manual shall be furnished with each machine upon delivery. Manuals may be in the form of CD’s or DVD’s.
 - 2.3.10. **Vendor Service/Repair Facilities:** The vendor shall state in the returned bid the location of the service and repair facility and parts depot.
 - 2.3.11. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department.
 - 2.3.12. **Warranty:** Manufacturer’s standard warranty applies. Vendor shall include description and price schedules for any extended warranty programs offered by the manufacturer.
 - 2.3.13. **Designee** – Boone County Public Works Maintenance Operations Division
 - 2.3.14. **Contact** – Heather Turner, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390
- 2.4. **DELIVERY**
 - 2.4.1. Units shall be delivered with Bill of Sale and Manufacturer’s Statement of Origin.
 - 2.4.2. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
 - 2.4.3. 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.
- 2.5. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.5.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
 - 2.5.2. Vendor to include product literature for each proposed piece of equipment.
 - 2.5.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.
- 2.6. **BID SUBMISSION REQUIREMENTS**
 - 2.6.1. The bidder must include the following with their bid submittal:
 - 2.6.2. Machine specifications,
 - 2.6.3. Copy of warranty,
 - 2.6.4. Delivery time.

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		Unit Price	Qty	Extended Price
4.8.1.	Self propelled Vibratory Roller per Section 2	\$ _____	1	\$ _____
4.9.	Cash Discount	\$ _____	net	days
4.10.	GRAND TOTAL			\$ _____
4.11.	NOTE: INCLUDE ALL BID SUBMISSION ITEMS LISTED IN SECTION 2.6. WITH THE BID RESPONSE			
4.12.	Describe Any Deviations			

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

_____ Yes _____ No

4.15. Delivery ARO: _____



Standard Terms and Conditions

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

Heather Turner, Senior 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 69-09OCT07 SELF PROPELLED VIBRATORY ROLLER

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

23rd

day of

October

20 07

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

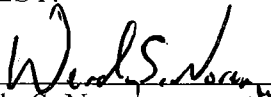
Now on this day the County Commission of the County of Boone does hereby award bid 68-09OCT07 – Motor Grader, Mower, and Snow Plow Blades by category as follows:

- Motor Grader Blades: Tri-State Construction Equipment
- Tiger TRB50 Mower Blades and Parts: Lactal Equipment, Inc.
- Carbide Tip Snowplow Blades and Sandvik Milling Bits: GM Supply Co.

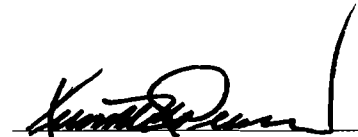
It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

Done this 23rd day of October, 2007.

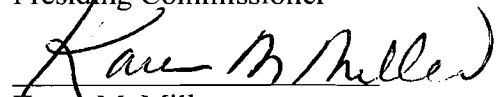
ATTEST:



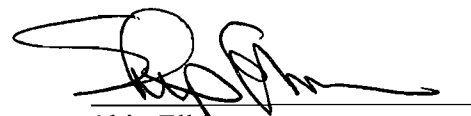
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT FOR
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

THIS AGREEMENT dated the 23rd day of October 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Lacal Equipment, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Grader, Mower and Snow Plow Blades, bid number **68-09OCT07** 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 1, 2007 and executed by Roger Detrick, 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:

- Items 4.8.3.-4.8.7 – Tiger TRB50 Mower Blades and Parts \$8,086.75
- For a total cost of \$8,086.75

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 5 to 7 Days 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.

LACAL EQUIPMENT, INC.

by *Stephen W. Detrick*
title PRESIDENT

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, 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.)

Jane E. Pitchford
Signature *by cej*

10/18/07
Date

2040/60200 -\$8,086.75

Appropriation Account

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI**

Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

ADDENDUM #1 - Issued September 24, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

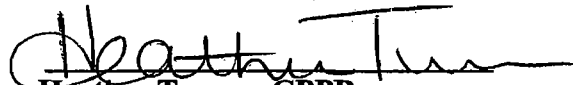
a. Change Section 2.2.2.1 to read: Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.

b. Replace Section 2.2.3 in its entirety with the following:

- 2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:
- 2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.
 - 2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").
 - 2.2.3.3 One inch (nominal) tungsten carbide inserts shall be brazed into a milled slot in the center of the blade edge. Inserts shall be continuous the full length of the blade.
 - 2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.
 - 2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):
 - Cobalt content: 10 to 12.5%
 - Density: 14.1 to 14.6
 - Hardness (Rockwell "A"): 87.5 to 89.0
 - Transverse Rupture Strength: 350,000 P.S.I. (minimum)
 - 2.2.3.6 Finished blade shall be free from warpage and longitudinal deviation shall not exceed 1/8" in four foot blade section.
 - 2.2.3.7 Finish blade shall be given one coat of paint or lacquer.
 - 2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.

c. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:


Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: Lacal Equipment Inc.

Address: 901 West Pike St
Jackson Center, OH 45334

Phone Number: 800-543-6161 Fax Number: 937-596-5433

Authorized Representative Signature:  Date: 10-1-07

Authorized Representative Printed Name: Roger W. Detrick, President

RFB #:68-09OCT07

4. Revised Response Form

- 4.1. Company Name: Lacal Equipment, Inc
- 4.2. Address: 901 West Pike Street
- 4.3. City/Zip: Jackson Center OH 45334
- 4.4. Phone Number: 800-543-6161
- 4.5. Fax Number: 937-596-5433
- 4.6. E-Mail Address: chuck@lacal.com
- 4.7. Federal Tax ID: 03-0379675
- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. PRICING				
		Unit Price	Qty	Extended Price
MOTOR GRADER BLADES				
4.8.1.	7' Grader Blades	\$ No Bid	150	\$ No Bid
4.8.2.	TOTAL			\$
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$ 16.91	180	\$ 3043.80
4.8.4.	Standard Blade (Tiger part #34687)	\$ 16.91	120	\$ 2029.20
4.8.5.	Blade Bolt (Tiger part #34497)	\$ 7.51	300	\$ 2253.00
4.8.6.	Blade Spacer (Tiger part #34878)	\$ 10/27	25	\$ 256.75
4.8.7.	Nut (Tiger part #6T1023R)	\$ 1.68	300	\$ 504.00
4.8.8.	TOTAL			\$ 8086.75
CARBIDE TIP SNOWPLOW BLADES				
4.8.9.	4' Blade Section	\$ 215.20	28	\$ 6025.60
4.8.10.	3' Blade Section	\$ 161.40	56	\$ 9038.40
4.8.11.	TOTAL			\$ 15,064.00
SANDVIK MOTOR GRADER BLADE MILLING INSERTS				
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal)	\$	1000	\$ No Bid
4.8.13.	TOTAL			\$

4. Response Form

- 4.1. Company Name: Lacal Equipment Inc.
- 4.2. Address: 901 West Pike Street
- 4.3. City/Zip: Jackson Center OH 45334
- 4.4. Phone Number: 800-543-6161
- 4.5. Fax Number: 937-596-5433
- 4.6. E-Mail Address: chuck@lacal.com
- 4.7. Federal Tax ID: 03-0379675
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING				
MOTOR GRADER BLADES		Unit Price	Qty	Extended Price
4.8.1.	7' Grader Blades	\$ _____	150	\$ No Bid
4.8.2.	TOTAL			\$ _____
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$ 16.91	120	\$ 2029.20
4.8.4.	Standard Blade (Tiger part #34687)	\$ 16.91	300	\$ 5073.00
4.8.5.	Blade Bolt (Tiger part #34497)	\$ 7.51	420	\$ 3154.20
4.8.6.	Blade Spacer (Tiger part #34878)	\$ 10.27	60	\$ 616.20
4.8.7.	Nut (Tiger part #6T1023R)	\$ 1.68	420	\$ 705.60
4.8.8.	TOTAL			\$ 11578.20
TIGER SABER MOWER BLADES AND PARTS				
4.8.9.	Blade (Tiger part #33203)-set of 2	\$ 83.18	50 sets	\$ 4159.00
4.8.10.	Bolt (Tiger part #00770972)	\$ 43.30	100	\$ 4330.00
4.8.11.	Nut (Tiger part #33860)	\$ 14.97	100	\$ 1497.00
4.8.12.	Washer (Tiger part #33859)	\$ 4.15	100	\$ 415.00
4.8.13.	Woodruff Key (Tiger part #PT209)	\$ 1.63	100	\$ 163.00

		Unit Price	Qty	Extended Price
4.8.14.	Spindle Assembly (Tiger part #33219)	\$ 2101.94	1	\$ 2101.94
4.8.15.	TOTAL			\$ 12665.94
	LARGE SNOW PLOW BLADES			
4.8.16.	10' Snow Plow Blades	\$ _____	20	\$ _____
4.8.17.	11' Snow Plow Blades	\$ _____	10	\$ _____
4.8.18.	Optional Hardened 10' Snow Plow Blades	\$ _____	30	\$ _____
4.8.19.	TOTAL			\$ No Bid
	SMALL SNOW PLOW BLADES			
4.8.20.	9' Snow Plow Blades (Western part #66895)	\$ _____	10	\$ _____
4.8.21.	8.5' Snow Plow Blades (Western part #49086)	\$ _____	5	\$ No Bid
4.8.22.	TOTAL			\$ No Bid

4.9. Describe Warranty Features:

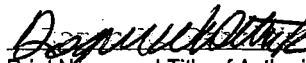
Same as OEM

4.10. Describe Any Deviations

None

4.11. 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.

4.11.1. Authorized Representative (Sign By Hand):

 President Date: 10-1-07
 Print Name and Title of Authorized Representative

Roger W. Detrick President

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

Yes No

4.13. Delivery ARO: 5-7

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades**

ADDENDUM #1 - Issued September 24, 2007

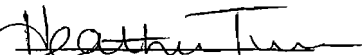
This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum MUST be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

- a. Change Section 2.2.2.1 to read:** Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.
- b. Replace Section 2.2.3 in its entirety with the following:**
- 2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:
 - 2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.
 - 2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").
 - 2.2.3.3 One inch (nominal) tungsten carbide inserts shall be brazed into a milled slot in the center of the blade edge. Inserts shall be continuous the full length of the blade.
 - 2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.
 - 2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):
 - Cobalt content: 10 to 12.5%
 - Density: 14.1 to 14.6
 - Hardness (Rockwell "A"): 87.5 to 89.0
 - Transverse Rupture Strength: 350,000 P.S.I. (minimum)
 - 2.2.3.6 Finished blade shall be free from warpage and longitudinal deviation shall not exceed 1/8" in four foot blade section.
 - 2.2.3.7 Finish blade shall be given one coat of paint or lacquer.
 - 2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.
- c. Replace *Response Form* of bid with the attached *Revised Response Form*.**

By:


Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RFB #:68-09OCT07

4. Revised 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	Unit Price	Qty	Extended Price
	MOTOR GRADER BLADES			
4.8.1.	7' Grader Blades	\$	150	\$
4.8.2.	TOTAL			\$
	TIGER TRB50 MOWER BLADES AND PARTS			
4.8.3.	Suction Blade (Tiger part #34688)	\$	180	\$
4.8.4.	Standard Blade (Tiger part #34687)	\$	120	\$
4.8.5.	Blade Belt (Tiger part #34497)	\$	300	\$
4.8.6.	Blade Spacer (Tiger part #34878)	\$	25	\$
4.8.7.	Nut (Tiger part #6T1023R)	\$	300	\$
4.8.8.	TOTAL			\$
	CARBIDE TIP SNOWPLOW BLADES			
4.8.9.	4' Blade Section	\$	28	\$
4.8.10.	3' Blade Section	\$	56	\$
4.8.11.	TOTAL			\$
	SANDVIK MOTOR GRADER BLADE MILLING INSERTS			
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal)	\$	1000	\$
4.8.13.	TOTAL			\$

4.9.	Describe Warranty Features:
4.10.	Describe Any Deviations
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):
	Date: _____
	Print Name and Title of Authorized Representative _____
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes No
4.13.	Delivery ARO: _____



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **68-09OCT07**
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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.

Bid Opening

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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 blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. **Motor Grader Blades**
 - 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All blades shall be unconditionally guaranteed against breakage.
 - 2.2.2. **Brush Cutter Blades**
 - 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
 - 2.2.3. **Snow Plow Blades**
 - 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
 - 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
 - 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
 - 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
 - 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
 - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
 - 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymo.org
 - 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
 - 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.7.1. Vendor must include product literature for each proposed item.
 - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
 - 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

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				
MOTOR GRADER BLADES		<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.8.1.	7' Grader Blades	\$ _____	150	\$ _____
4.8.2.	TOTAL			\$ _____
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$ _____	120	\$ _____
4.8.4.	Standard Blade (Tiger part #34687)	\$ _____	300	\$ _____
4.8.5.	Blade Bolt (Tiger part #34497)	\$ _____	420	\$ _____
4.8.6.	Blade Spacer (Tiger part #34878)	\$ _____	60	\$ _____
4.8.7.	Nut (Tiger part #6T1023R)	\$ _____	420	\$ _____
4.8.8.	TOTAL			\$ _____
TIGER SABER MOWER BLADES AND PARTS				
4.8.9.	Blade (Tiger part #33203)-set of 2	\$ _____	50 sets	\$ _____
4.8.10.	Bolt (Tiger part #00770972)	\$ _____	100	\$ _____
4.8.11.	Nut (Tiger part #33860)	\$ _____	100	\$ _____
4.8.12.	Washer (Tiger part #33859)	\$ _____	100	\$ _____
4.8.13.	Woodruff Key (Tiger part #PT209)	\$ _____	100	\$ _____

		Unit Price	Qty	Extended Price
4.8.14.	Spindle Assembly (Tiger part #33219)	\$ _____	1	\$ _____
4.8.15.	TOTAL			\$ _____
	LARGE SNOW PLOW BLADES			
4.8.16.	10' Snow Plow Blades	\$ _____	20	\$ _____
4.8.17.	11' Snow Plow Blades	\$ _____	10	\$ _____
4.8.18.	Optional Hardened 10' Snow Plow Blades	\$ _____	30	\$ _____
4.8.19.	TOTAL			\$ _____
	SMALL SNOW PLOW BLADES			
4.8.20.	9' Snow Plow Blades (Western part #66895)	\$ _____	10	\$ _____
4.8.21.	8.5' Snow Plow Blades (Western part #49086)	\$ _____	5	\$ _____
4.8.22.	TOTAL			\$ _____

4.9. **Describe Warranty Features:**

4.10. **Describe Any Deviations**

4.11. **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.**

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative

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

4.13. 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 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

**PURCHASE AGREEMENT FOR
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

THIS AGREEMENT dated the 23rd day of October 2007 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **GM Supply Co., Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Motor Grader, Mower and Snow Plow Blades, bid number **68-09OCT07** 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 September 28, 2007 and executed by William P. Tieder, 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:

- | | |
|--|-------------|
| • Items 4.8.9. – 4.8.10. Carbide Tip Snowplow Blades | \$12,968.20 |
| • Items 4.8.12. – Kennametal Milling Bits Part #C855DS | \$6,550.00 |
| • For a total cost of | \$19,518.20 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 4 weeks after receipt of order.

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

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

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

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

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

G M Supply Co Inc
~~TRI-STATE CONSTRUCTION EQUIPMENT~~ BOONE COUNTY, MISSOURI

by *William D. Smith*
title *Vice President*

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, 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 -\$19,518.20

June E. Pitchford
Signature *by cgy*

10/18/07
Date

Appropriation Account

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI**

Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

ADDENDUM #1 - Issued September 24, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

a. Change Section 2.2.2.1 to read: Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.

b. Replace Section 2.2.3 in its entirety with the following:

2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:

2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.

2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").

2.2.3.3 One inch (nominal) tungsten carbide inserts shall be brazed into a milled slot in the center of the blade edge. Inserts shall be continuous the full length of the blade.

2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.

2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):

- Cobalt content: 10 to 12.5%
- Density: 14.1 to 14.6
- Hardness (Rockwell "A"): 87.5 to 89.0
- Transverse Rupture Strength: 350,000 P.S.I. (minimum)

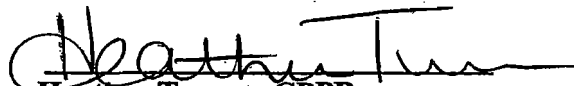
2.2.3.6 Finished blade shall be free from warp and longitudinal deviation shall not exceed 1/8" in four foot blade section.

2.2.3.7 Finish blade shall be given one coat of paint or lacquer.

2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.

c. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:



**Heather Turner, CPPB
Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: G M Supply Co., Inc.
Address: 8300 I-70 Drive SE
Columbia, MO 65201

Phone Number: 573-474-4118 Fax Number: 573-474-1529

Authorized Representative Signature:  Date: 09/28/07


Authorized Representative Printed Name: William P. Tieder

RFB #:68-09OCT07

4. Revised Response Form

- 4.1. Company Name: G M Supply Co., Inc.
- 4.2. Address: 8300 I-70 Drive SE
- 4.3. City/Zip: Columbia, MO 65201
- 4.4. Phone Number: 573-474-4118
- 4.5. Fax Number: 573-474-1529
- 4.6. E-Mail Address: gmsupplyco@aol.com
- 4.7. Federal Tax ID: 43-1419888
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8.	PRICING			
	MOTOR GRADER BLADES	Unit Price	Qty	Extended Price
4.8.1.	7' Grader Blades 5/8"x8"	\$ 71.00	150	\$ 10,650.00
4.8.2.	TOTAL			\$ 10,650.00
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$	180	\$
4.8.4.	Standard Blade (Tiger part #34687)	\$	120	\$
4.8.5.	Blade Bolt (Tiger part #34497)	\$	300	\$
4.8.6.	Blade Spacer (Tiger part #34878)	\$	25	\$
4.8.7.	Nut (Tiger part #6T1023R)	\$	300	\$
4.8.8.	TOTAL			\$
CARBIDE TIP SNOWPLOW BLADES				
4.8.9.	4' Blade Section	\$ 185.25	28	\$ 5,187.00
4.8.10.	3' Blade Section	\$ 138.95	56	\$ 7,781.20
4.8.11.	TOTAL			\$
SANDVIK MOTOR GRADER BLADE MILLING INSERTS				
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal Kennametal C855DS)	\$ 6.55	1000	\$ 6,550.00
4.8.13.	TOTAL			\$ 6,550.00

4.9.	Describe Warranty Features:
	One year due to manufacturing defect.
4.10.	Describe Any Deviations
	Milling inserts will be Kennametal
	Part No.: C855DS
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):
	William, P. Tieder Date: 09/28/07
	Print Name and Title of Authorized Representative
	
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.13.	Delivery ARO: 4 weeks

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades**

ADDENDUM #1 - Issued September 24, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum MUST be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

a. Change Section 2.2.2.1 to read: Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.

b. Replace Section 2.2.3 in its entirety with the following:

2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:

2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.

2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").

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2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.

2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):

- Cobalt content: 10 to 12.5%
- Density: 14.1 to 14.6
- Hardness (Rockwell "A"): 87.5 to 89.0
- Transverse Rupture Strength: 350,000 P.S.I. (minimum)

2.2.3.6 Finished blade shall be free from warpage and longitudinal deviation shall not exceed 1/8" in four foot blade section.

2.2.3.7 Finish blade shall be given one coat of paint or lacquer.

2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.

c. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:


Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RFB #:68-09OCT07

4. Revised 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				
		Unit Price	Qty	Extended Price
MOTOR GRADER BLADES				
4.8.1.	7' Grader Blades	\$	150	\$
4.8.2.	TOTAL			\$
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$	180	\$
4.8.4.	Standard Blade (Tiger part #34687)	\$	120	\$
4.8.5.	Blade Bolt (Tiger part #34497)	\$	300	\$
4.8.6.	Blade Spacer (Tiger part #34878)	\$	25	\$
4.8.7.	Nut (Tiger part #6T1023R)	\$	300	\$
4.8.8.	TOTAL			\$
CARBIDE TIP SNOWFLOW BLADES				
4.8.9.	4' Blade Section	\$	28	\$
4.8.10.	3' Blade Section	\$	56	\$
4.8.11.	TOTAL			\$
SANDVIK MOTOR GRADER BLADE MILLING INSERTS				
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal)	\$	1000	\$
4.8.13.	TOTAL			\$

4.9.	Describe Warranty Features:
4.10.	Describe Any Deviations
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):
	Date: _____
	Print Name and Title of Authorized Representative _____
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes _____ No _____
4.13.	Delivery ARO: _____



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **68-09OCT07**
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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.

Bid Opening

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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 blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. **Motor Grader Blades**
 - 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All blades shall be unconditionally guaranteed against breakage.
 - 2.2.2. **Brush Cutter Blades**
 - 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
 - 2.2.3. **Snow Plow Blades**
 - 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
 - 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
 - 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
 - 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
 - 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
 - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
 - 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
 - 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
 - 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.7.1. Vendor must include product literature for each proposed item.
 - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
 - 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

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				
MOTOR GRADER BLADES		Unit Price	Qty	Extended Price
4.8.1.	7' Grader Blades	\$ _____	150	\$ _____
4.8.2.	TOTAL			\$ _____
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$ _____	120	\$ _____
4.8.4.	Standard Blade (Tiger part #34687)	\$ _____	300	\$ _____
4.8.5.	Blade Bolt (Tiger part #34497)	\$ _____	420	\$ _____
4.8.6.	Blade Spacer (Tiger part #34878)	\$ _____	60	\$ _____
4.8.7.	Nut (Tiger part #6T1023R)	\$ _____	420	\$ _____
4.8.8.	TOTAL			\$ _____
TIGER SABER MOWER BLADES AND PARTS				
4.8.9.	Blade (Tiger part #33203)-set of 2	\$ _____	50 sets	\$ _____
4.8.10.	Bolt (Tiger part #00770972)	\$ _____	100	\$ _____
4.8.11.	Nut (Tiger part #33860)	\$ _____	100	\$ _____
4.8.12.	Washer (Tiger part #33859)	\$ _____	100	\$ _____
4.8.13.	Woodruff Key (Tiger part #PT209)	\$ _____	100	\$ _____

		Unit Price	Qty	Extended Price
4.8.14.	Spindle Assembly (Tiger part #33219)	\$ _____	1	\$ _____
4.8.15.	TOTAL			\$ _____
	LARGE SNOW PLOW BLADES			
4.8.16.	10' Snow Plow Blades	\$ _____	20	\$ _____
4.8.17.	11' Snow Plow Blades	\$ _____	10	\$ _____
4.8.18.	Optional Hardened 10' Snow Plow Blades	\$ _____	30	\$ _____
4.8.19.	TOTAL			\$ _____
	SMALL SNOW PLOW BLADES			
4.8.20.	9' Snow Plow Blades (Western part #66895)	\$ _____	10	\$ _____
4.8.21.	8.5' Snow Plow Blades (Western part #49086)	\$ _____	5	\$ _____
4.8.22.	TOTAL			\$ _____

4.9. **Describe Warranty Features:**

4.10. **Describe Any Deviations**

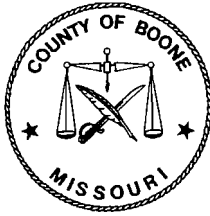
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4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____
 Print Name and Title of Authorized Representative

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

4.13. 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 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

**PURCHASE AGREEMENT FOR
MOTOR GRADER, MOWER, AND SNOW PLOW BLADES**

THIS AGREEMENT dated the 23rd day of October 2007 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**, 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 Motor Grader, Mower and Snow Plow Blades, bid number **68-09OCT07** 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 4, 2007 and executed by Kevin Krieg, 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:

- | | |
|--------------------------------------|------------|
| • Items 4.8.1. – Motor Grader Blades | \$8,850.00 |
| • For a total cost of | \$8,850.00 |

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 5 Days 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.

TRI-STATE CONSTRUCTION EQUIPMENT BOONE COUNTY, MISSOURI

by Kevin King
title Parts Mgr.

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

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 cgy

10/18/07
Date

2040/60200 -\$8,850.00

Appropriation Account

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI**

Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

ADDENDUM #1 - Issued September 24, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

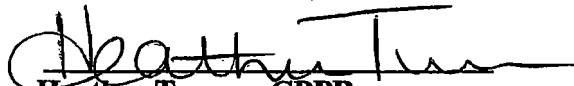
a. Change Section 2.2.2.1 to read: Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.

b. Replace Section 2.2.3 in its entirety with the following:

- 2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:
- 2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.
 - 2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").
 - 2.2.3.3 One inch (nominal) tungsten carbide inserts shall be brazed into a milled slot in the center of the blade edge. Inserts shall be continuous the full length of the blade.
 - 2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.
 - 2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):
 - Cobalt content: 10 to 12.5%
 - Density: 14.1 to 14.6
 - Hardness (Rockwell "A"): 87.5 to 89.0
 - Transverse Rupture Strength: 350,000 P.S.I. (minimum)
 - 2.2.3.6 Finished blade shall be free from warpage and longitudinal deviation shall not exceed 1/8" in four foot blade section.
 - 2.2.3.7 Finish blade shall be given one coat of paint or lacquer.
 - 2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.

c. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:


Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: Tri-State Construction Equipment
Address: 106 Industrial Drive
Ashland, Mo. 65010

Phone Number: 573 657-2154 Fax Number: 573 657-1012

Authorized Representative Signature:  Date: 10-4-07

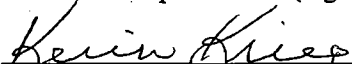
Authorized Representative Printed Name: Kevin Krieg, Parts Manager

RFB #:68-09OCT07

4. Revised Response Form

- 4.1. Company Name: Tri-State Construction Equipment Co.
- 4.2. Address: 106 Industrial Drive
- 4.3. City/Zip: Ashland, Mo. 65010
- 4.4. Phone Number: 573 657-2154
- 4.5. Fax Number: 573 657-1012
- 4.6. E-Mail Address: kkrieg@meoi.com
- 4.7. Federal Tax ID: 371090568
- 4.7.1. (X) Corporation
 () Partnership - Name _____
 () Individual/Proprietorship - Individual Name _____
 () Other (Specify) _____

4.8. PRICING				
		Unit Price	Qty	Extended Price
4.8.1.	MOTOR GRADER BLADES			
	7' Grader Blades	\$ 59.00 ea.	150	\$ 8,850.00
4.8.2.	TOTAL			\$ 8,850.00
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$	180	\$
4.8.4.	Standard Blade (Tiger part #34687)	\$	120	\$
4.8.5.	Blade Bolt (Tiger part #34497)	\$	300	\$
4.8.6.	Blade Spacer (Tiger part #34878)	\$	25	\$
4.8.7.	Nut (Tiger part #6T1023R)	\$	300	\$
4.8.8.	TOTAL			\$ No Bid
CARBIDE TIP SNOWPLOW BLADES				
4.8.9.	4' Blade Section	\$	28	\$
4.8.10.	3' Blade Section	\$	56	\$
4.8.11.	TOTAL			\$ No Bid
SANDVIK MOTOR GRADER BLADE MILLING INSERTS				
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal (Deere TY16186)	\$ 7.75 ea.	1000	\$ 7,750.00
4.8.13.	TOTAL			\$ 7,750.00

4.9.	Describe Warranty Features:
	Grader Blades are Deere T71979 Dura-Max and Guaranteed against Breakage
4.10.	Describe Any Deviations
	Bidding Deere TY16186 Stinger Teeth (direct replacement) for Sandvik Milling Inserts
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):  Date: 10-4-2007
	Print Name and Title of Authorized Representative <u>Kevin Krieg, Parts Manager</u>
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.13.	Delivery ARO: <u>5 Days</u>

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
Request for Bid #68-09OCT07 Motor Grader, Mower, and Snow Plow Blades**

ADDENDUM #1 - Issued September 24, 2007

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum MUST be acknowledged and submitted with Offeror's *Revised Response Form*.

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

I. The following sections are being revised as follows:

a. Change Section 2.2.2.1 to read: Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50" side mount Tiger mower model #TRB50 with a three blade stump jumper.

b. Replace Section 2.2.3 in its entirety with the following:

2.2.3 Carbide Tip Snowplow Blades (3' and 4')-The carbide tip blades will be used on plows that clear snow from roadway and facility lots. The blades shall meet the following requirements:

2.2.3.1 Constructed from flat steel 3/4" x 6" material meeting A36 specifications.

2.2.3.2 11/16" square punched countersunk holes for 5/8" diameter plow bolts (Note: holes shall not vary from centerline more than 1/32").

2.2.3.3 One inch (nominal) tungsten carbide inserts shall be brazed into a milled slot in the center of the blade edge. Inserts shall be continuous the full length of the blade.

2.2.3.4 Brazing shall be on all sides of insert, without voids and shall have a shear strength of not less than 30,000 p.s.i.

2.2.3.5 The tungsten carbide inserts shall have the following properties (at a minimum):

- Cobalt content: 10 to 12.5%
- Density: 14.1 to 14.6
- Hardness (Rockwell "A"): 87.5 to 89.0
- Transverse Rupture Strength: 350,000 P.S.I. (minimum)

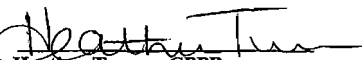
2.2.3.6 Finished blade shall be free from warpage and longitudinal deviation shall not exceed 1/8" in four foot blade section.

2.2.3.7 Finish blade shall be given one coat of paint or lacquer.

2.2.3.8 Holes shall be 1 1/2 gauge, standard highway punch.

c. Replace *Response Form* of bid with the attached *Revised Response Form*.

By:



Heather Turner, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades, receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

RFB #:68-09OCT07

4. Revised 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	Unit Price	Qty	Extended Price
	MOTOR GRADER BLADES			
4.8.1.	7' Grader Blades	\$	150	\$
4.8.2.	TOTAL			\$
	TIGER TRB50 MOWER BLADES AND PARTS			
4.8.3.	Suction Blade (Tiger part #34688)	\$	180	\$
4.8.4.	Standard Blade (Tiger part #34687)	\$	120	\$
4.8.5.	Blade Bolt (Tiger part #34497)	\$	300	\$
4.8.6.	Blade Spacer (Tiger part #34878)	\$	25	\$
4.8.7.	Nut (Tiger part #6T1023R)	\$	300	\$
4.8.8.	TOTAL			\$
	CARBIDE TIP SNOWPLOW BLADES			
4.8.9.	4' Blade Section	\$	28	\$
4.8.10.	3' Blade Section	\$	56	\$
4.8.11.	TOTAL			\$
	SANDVIK MOTOR GRADER BLADE MILLING INSERTS			
4.8.12.	Sandvik Milling Bits (part #K1LS-2244-0169 or equal)	\$	1000	\$
4.8.13.	TOTAL			\$

4.9.	Describe Warranty Features:
4.10.	Describe Any Deviations
4.11.	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.
4.11.1.	Authorized Representative (Sign By Hand):
	Date:
	Print Name and Title of Authorized Representative
4.12.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
	Yes No
4.13.	Delivery ARO:



Request For Bid (RFB)

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

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

Bid Data

Bid Number: **68-09OCT07**
Commodity Title: **Motor Grader, Mower, and Snow Plow Blades**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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.

Bid Opening

Day / Date: **TUESDAY, OCTOBER 9, 2007**
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 blades for motor graders, mowers, and snow plows with associated hardware.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
 - 2.2.1. **Motor Grader Blades**
 - 2.2.1.1. Blades must be heat treated (hardened), double beveled ends, 5/8” thick, 8” wide. Brinell Hardness surface and core 500 plus (equal to or better than DH-2). All blades shall be unconditionally guaranteed against breakage.
 - 2.2.2. **Brush Cutter Blades**
 - 2.2.2.1. Brush cutter blades, nuts and bolts must meet equipment manufacturer specifications that are being bid. Cutter blades to fit a 50” side mount Tiger mower model #TRB50 with a three blade stump jumper. Cutter blades to fit a 50” side mount Tiger Saber mower with a two blade stump jumper.
 - 2.2.3. **Snow Plow Blades**
 - 2.2.3.1. Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required).
 - 2.2.3.2. Optional Hardened 10’ Snow Plow Blades - Large snow plow blades to be 5/8” x 8” x 10’ and 5/8” x 8” x 11’ carbon steel blades. 5/8” blade mounting holes to be spaced 3” from each end and 12” OC on center holes (standard highway punch), and are flush (no counter-sinking required). Wear edge must be hardened to Rockwell C62 ± 5 specification.
 - 2.2.3.3. Smaller Snow Plow Blades – 8.5’ blade (1/2” thickness) to fit a Western Pro plow and 9’ blade (1/2” thickness) to fit a Western Pro Plus plow. All blades shall meet plow manufacturer’s standards for construction.
 - 2.3. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
 - 2.4. **WARRANTY:** Bid prices will include any standard warranty (if applicable) with warranty information included with the bid response.
 - 2.5. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
 - 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymmo.org
 - 2.6. **DELIVERY** - All units must be delivered with Bill of Sale and Invoice.
 - 2.6.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.7.1. Vendor must include product literature for each proposed item.
 - 2.7.2. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.
 - 2.7.3. The County reserves the right to award to multiple respondents if deemed to be in the best interest of the County.

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				
MOTOR GRADER BLADES		Unit Price	Qty	Extended Price
4.8.1.	7' Grader Blades	\$ _____	150	\$ _____
4.8.2.	TOTAL			\$ _____
TIGER TRB50 MOWER BLADES AND PARTS				
4.8.3.	Suction Blade (Tiger part #34688)	\$ _____	120	\$ _____
4.8.4.	Standard Blade (Tiger part #34687)	\$ _____	300	\$ _____
4.8.5.	Blade Bolt (Tiger part #34497)	\$ _____	420	\$ _____
4.8.6.	Blade Spacer (Tiger part #34878)	\$ _____	60	\$ _____
4.8.7.	Nut (Tiger part #6T1023R)	\$ _____	420	\$ _____
4.8.8.	TOTAL			\$ _____
TIGER SABER MOWER BLADES AND PARTS				
4.8.9.	Blade (Tiger part #33203)-set of 2	\$ _____	50 sets	\$ _____
4.8.10.	Bolt (Tiger part #00770972)	\$ _____	100	\$ _____
4.8.11.	Nut (Tiger part #33860)	\$ _____	100	\$ _____
4.8.12.	Washer (Tiger part #33859)	\$ _____	100	\$ _____
4.8.13.	Woodruff Key (Tiger part #PT209)	\$ _____	100	\$ _____

		Unit Price	Qty	Extended Price
4.8.14.	Spindle Assembly (Tiger part #33219)	\$ _____	1	\$ _____
4.8.15.	TOTAL			\$ _____
	LARGE SNOW PLOW BLADES			
4.8.16.	10' Snow Plow Blades	\$ _____	20	\$ _____
4.8.17.	11' Snow Plow Blades	\$ _____	10	\$ _____
4.8.18.	Optional Hardened 10' Snow Plow Blades	\$ _____	30	\$ _____
4.8.19.	TOTAL			\$ _____
	SMALL SNOW PLOW BLADES			
4.8.20.	9' Snow Plow Blades (Western part #66895)	\$ _____	10	\$ _____
4.8.21.	8.5' Snow Plow Blades (Western part #49086)	\$ _____	5	\$ _____
4.8.22.	TOTAL			\$ _____

4.9. Describe Warranty Features:

4.10. Describe Any Deviations

4.11. 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.

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____
 Print Name and Title of Authorized Representative

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

4.13. 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 68-09OCT07 Motor Grader, Mower, and Snow Plow Blades

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID: