

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

6th

day of April

2006

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

Now on this day the County Commission of the County of Boone does hereby award bid 16-21MAR06 Road Construction Equipment Rental to the following:

Hertz Equipment Rental Corporation

Primary (4.7.1, 4.7.2, 4.7.6, 4.7.7, 4.7.8)

Secondary (4.7.5)

Roland Machinery Co.

Primary (4.7.3)

Secondary (4.7.1, 4.7.2, 4.7.6)

Tertiary (4.7.4, 4.7.5, 4.7.5.1-4.7.5.4, 4.7.8)

Crown Power and Equipment

Primary (4.7.4, 4.7.5, 4.7.5.1-4.7.5.4)

Secondary (4.7.8)

Tertiary (4.7.6)

Tri-State Construction Equipment Company

Secondary (4.7.3, 4.7.4)

Quaternary (4.7.5, 4.7.5.1-4.7.5.4)

Fabick CAT

Tertiary (4.7.1, 4.7.2, 4.7.3)

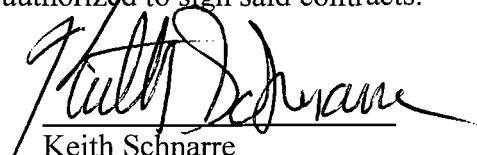
Quaternary (4.7.4, 4.7.8)

Cooke Sales and Service

Quaternary (4.7.6)

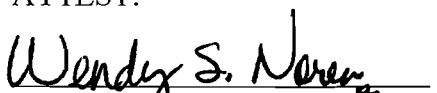
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 6th day of April, 2006.



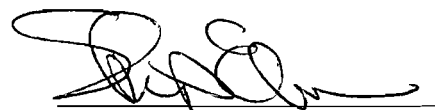
Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



Skip Elkin
 District II Commissioner

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT - TERM AND SUPPLY**

THIS AGREEMENT dated the 4 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Crown Power & Equipment** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 21, 2006 and executed by Jon Lafoy on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* - This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **primary supplier** for the following:

Section 4.7.4. Crawler Dozer @ \$7,000 per month

Section 4.7.5. Trackhoe/Excavator with attachments (Hydraulic Quick Coupler, Hydraulic Breaker, 36" Severe Duty Bucket, 60" Ditching Bucket) @ \$9,900 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **secondary supplier** for the following:

Section 4.7.8. Finishing Dozer @ \$2,700 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **tertiary supplier** for the following:

Section 4.7.6. Backhoe 4WD @ \$1,800 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within the timeframe specified in the bid response. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in

accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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

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

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

- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, or
- c. If appropriations are not made available and budgeted for any calendar year.

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

CROWN POWER AND EQUIPMENT

BOONE COUNTY, MISSOURI

by Jon De Ly
title Sales Manager

by Boone County Commission
Keith Schmarre
Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk rs

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 this contract do not create a measurable County obligation at this time.)

2040/71700 Term/Supply

June E. Pitchford by cg Date 5/11/06 Appropriation Account

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

4.1. Company Name: Crown Power & Equip
 4.2. Address: 1881 Pathersville, Rd.
 4.3. City/Zip: Columbia, Mo. 65202
 4.4. Phone Number: 573-443-4541
 4.5. Fax Number: 573-442-9754
 4.6. Federal Tax ID: 43-1613306

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

4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: <u>NONE</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: <u>NONE</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: <u>NONE</u> Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.4.	Crawler Dozer Make: <u>1850K Case</u> Model: <u>1850K</u> Year: <u>2004</u> Current Hour Meter Reading: _____	\$ <u>NONE</u>	\$ <u>7000⁰⁰</u>	<u>30</u>
4.7.5.	Trackhoe/Excavator Make: <u>Case</u> Model: <u>CX210</u> Year: <u>2006</u> Current Hour Meter Reading: _____	\$ <u>NONE</u>	\$ <u>4500⁰⁰</u>	<u>30</u>

4.7.5.1.	Hydraulic Quick Coupler Make: <u>C & P</u> Model: _____ Year: <u>2006</u>	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>300⁰⁰</u>	Delivery Date ARO Number of Days <u>60</u>
4.7.5.2.	Hydraulic Breaker Make: <u>Allied</u> Model: <u>EL66N</u> Year: <u>2005</u>	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>4500⁰⁰</u>	Delivery Date ARO Number of Days <u>30</u>
4.7.5.3.	36" Severe Duty Bucket Make: <u>Case</u> Model: _____ Year: <u>2005</u>	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>300⁰⁰</u>	Delivery Date ARO Number of Days <u>30</u>
4.7.5.4.	60" Ditching Bucket Make: <u>Case</u> Model: _____ Year: <u>2006</u>	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>300⁰⁰</u>	Delivery Date ARO Number of Days <u>30</u>
4.7.6.	Backhoe 4WD Make: <u>Case</u> Model: <u>580SM</u> Year: <u>2006</u> Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>1800⁰⁰</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.7.	Self-propelled Water Tanker Distributor Make: <u>NONE</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: <u>Case</u> Model: <u>750K</u> Year: <u>2005</u> Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ <u>NONE</u>	Monthly Lease Cost \$ <u>2700⁰⁰</u>	Delivery Date ARO Number of Days <u>30</u>
4.7.9.	TOTAL	\$ 0	\$ <u>21,400</u>	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ <u>72⁰⁰</u>		
4.8.2.	Trip Setup or Trip Fee	\$ <u>0</u>		
4.8.3.	Mileage Fee Per Mile	\$ <u>3.15</u>		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: <u>1</u> %			
	Maximum % Increase 3 rd Contract Period: <u>1</u> %			
	Maximum % Increase 4 th Contract Period: <u>1</u> %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name: Jon LaFoy

[Signature] Today's Date: March 21 2006

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

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT – TERM AND SUPPLY**

THIS AGREEMENT dated the 4 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Cooke Sales & Service** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 14, 2006 and executed by Oscar Cooke on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* – This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **quaternary supplier** for the following:

Section 4.7.6. Backhoe 4WD @ \$2,250 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition one week ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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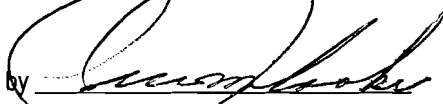
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8. *Termination* - This agreement may be terminated by the Lessee upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

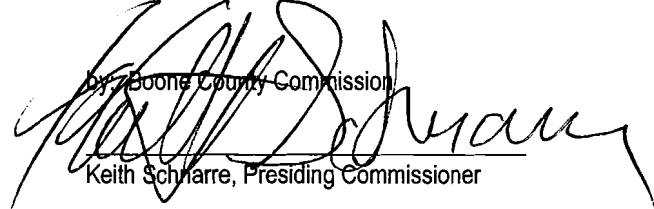
- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

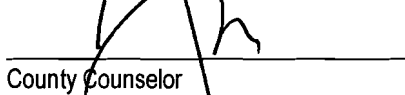
COOKE SALES & SERVICE

by 
 title Pres.

BOONE COUNTY, MISSOURI

By 
 Boone County Commission
 Keith Schharre, Presiding Commissioner

APPROVED AS TO FORM:

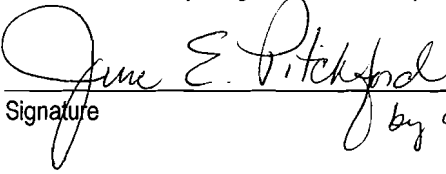

 County Counselor

ATTEST:


 Wendy S. Nored, County Clerk *RP*

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 this contract do not create a measurable County obligation at this time.)

<u></u>	<u>3/31/06</u>	2040/71700 Term/Supply
Signature	Date	Appropriation Account

County of Boone

Purchasing Department

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

- 4.1. Company Name: Cooke Sales & Service
- 4.2. Address: 1422 North Washington Street
- 4.3. City/Zip: Chillicothe, MO. 64601
- 4.4. Phone Number: 660-646-1166
- 4.5. Fax Number: 660-646-0381
- 4.6. Federal Tax ID: 44-0586703
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING**

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>Hamm</u> Model: <u>2210 SSD</u> Year: <u>1997</u> Current Hour Meter Reading: _____	\$ <u>\$65/Hour</u>	\$ <u>2,250</u>	<u>1 week or sooner</u>
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: <u>Ferguson</u> Model: <u>46-A</u> Year: <u>1965</u> Current Hour Meter Reading: _____	\$ <u>\$65/Hour</u>	\$ <u>1,950</u>	<u>1 week</u>
4.7.4.	Crawler Dozer Make: <u>Cat</u> Model: <u>D5 or D6</u> Year: <u>1983</u> Current Hour Meter Reading: _____	\$ <u>\$65/Hour</u>	\$ <u>3,750</u>	<u>1 week subject to availability</u>
4.7.5.	Trackhoe/Excavator Make: <u>John Deere</u> Model: <u>690</u> Year: <u>1995</u> Current Hour Meter Reading: _____	\$ <u>\$65/Hour</u>	\$ <u>4,500</u>	_____

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	
4.7.6.	Backhoe 4WD Make: JCB Model: 214 Year: 2005 Current Hour Meter Reading: _____	\$ 65/hour	\$ 2,250	1 week
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	
4.7.8.	Finishing Dozer Make: Komatsu Model: D21A Year: 1997 Current Hour Meter Reading: _____	\$ 65/hour	\$ 2,250	1 week
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ 65/hour		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ 1.00/mile		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: 0 %			
	Maximum % Increase 3 rd Contract Period: 0 %			
	Maximum % Increase 4 th Contract Period: 0 %			

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

4.10.

4.10.1. Authorized Representative (Sign By Hand):

Oscar Cooke, Pres

4.10.2. Type or Print Signed Name:

OSCAR COOKE

Today's Date: 3/14/06

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



Request for Bid (RFB)

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

Heather Turner, CPPB, Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: htumer@boonecountymo.org

Bid Data

Bid Number: **16-21MAR06**
Commodity Title: **Road Construction Equipment Rental Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2006 through March 31, 2007, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW213D-3, Hamm 2520D, Cat CS563D or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D, and Bomag BW213PDH-3 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Roller Compactor (1):** Acceptable Models – Caterpillar PS-350, Bomag BW11R, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; and must include full FOPS protection.
- 2.4.4. **Crawler Dozer (2):** Acceptable Models – John Deere 850J, Case 1850K, Cat D7R, and Komatsu D85EX-21 or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; and must include full ROPS protection. Limb risers must be mounted to protect cab and hood.
- 2.4.5. **Finishing Dozer (1):** Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, or John Deere 450J
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.

- 2.4.6. **Trackhoe / Excavator (1) with Attachments:** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV or equal.
 - 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18’7” boom length, a minimum 9’7” arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36” severe duty bucket, a 60” ditching bucket, minimum 14’7” track length, minimum 7’10” track gauge, minimum 31.5” shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD (1):** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or equal.
 - 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor (1):** Acceptable Models – Any as specified, except off-road type.
 - 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
 - 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
 - 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
 - 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
 - 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is six (6) to eight (8) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County’s decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
 - 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.

- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10.3. **Delivery Date** – Anticipated delivery date for the first contract period is April 1, 2006. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: hturner@boonecountymo.org.

3. Response Presentation and Review

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

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

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

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

4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.5.	Trackhoe/Excavator Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____

4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.6.	Backhoe 4WD Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ _____		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ _____		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: _____ % Maximum % Increase 3 rd Contract Period: _____ % Maximum % Increase 4 th Contract Period: _____ %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. _____
Type or Print Signed Name:

_____ Today's Date: _____

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



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

Standard Terms and Conditions

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



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 16-21MAR06 Leasing of Road Construction Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT - TERM AND SUPPLY**

THIS AGREEMENT dated the 6 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Hertz Equipment Rental Corporation** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 16, 2006 and executed by Anthony Gonnella on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* - This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **primary supplier** for the following:

Section 4.7.1. Self-propelled Single-Smooth Drum Vibratory Roller @ \$3,832 per month

Section 4.7.2. Self-propelled Single Drum Padfoot Vibratory Roller @ \$3,832 per month

Section 4.7.6. Backhoe 4WD @ \$1,650 per month

Section 4.7.7. Self-propelled Water Tanker Distributor @ \$3,850 per month

Section 4.7.8. Finishing Dozer @ \$2,600 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **secondary supplier** for the following:

Section 4.7.5. Trackhoe/Excavator @ \$4,500 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within 96 hours ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in

accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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

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

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

- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, 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.

HERTZ EQUIPMENT RENTAL CORPORATION

BOONE COUNTY, MISSOURI

by [Signature]
title Anthony Connelley, Vice President Sales

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

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
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 this contract do not create a measurable County obligation at this time.)

[Signature]
Signature

3/31/06
Date

2040/71700 Term/Supply

Appropriation Account

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

4.1. Company Name: **Hertz Equipment Rental Corporation**

4.2. Address: 2601 Rangeline St

4.3. City/Zip: Columbia MO 65202

4.4. Phone Number: 573-442-7500

4.5. Fax Number: 573-442-8525

4.6. Federal Tax ID: 13-6174127

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

4.7. PRICING

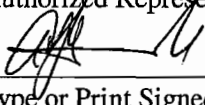
		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: <u>IR</u> Model: <u>SD100D</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	<u>N/C</u>	<u>\$ 3832</u>	<u>within 96 hours of notification</u>
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>IR</u> Model: <u>SD100D</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	<u>N/C</u>	<u>\$ 3832</u>	<u>within 96 hours of notification</u>
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	NO BID		
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	NO BID		
4.7.5.	Trackhoe/Excavator Make: <u>JD</u> Model: <u>200CLC</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	<u>N/C</u>	<u>\$ 4500</u>	<u>within 96 hours of notification</u>

* Delivery charge of \$75 per truckload if needed

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	NO BID
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	NO BID
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	NO BID
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	\$ _____	\$ _____	NO BID
4.7.6.	Backhoe 4WD Make: <u>Case</u> / <u>JD</u> Model: <u>580L or M / 310E or 310G</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	\$ <u>N/C</u>	\$ <u>1650</u>	Delivery Date ARO Number of Days <u>within 96 hrs of notification</u>
4.7.7.	Self-propelled Water Tanker Distributor Make: <u>IH</u> / <u>Freightliner</u> Model: <u>4900-01</u> / <u>FL80</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	\$ <u>N/C</u>	\$ <u>3850</u>	Delivery Date ARO Number of Days <u>within 96 hrs of notification</u>
4.7.8.	Finishing Dozer Make: <u>John Deere</u> Model: <u>550G or 550H</u> Year: <u>2003 or newer</u> Current Hour Meter Reading: <u>upon request</u>	\$ <u>N/C</u>	\$ <u>2600</u>	Delivery Date ARO Number of Days <u>within 96 hrs of notification</u>
4.7.9.	TOTAL	\$ <u>N/C</u>	\$ <u>20,264*</u>	<u>for items bid</u>
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ <u>N/C</u>		
4.8.2.	Trip Setup or Trip Fee	\$ <u>N/C</u>		
4.8.3.	Mileage Fee Per Mile	\$ <u>N/C</u>		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: <u>5</u> %			
	Maximum % Increase 3 rd Contract Period: <u>5</u> %			
	Maximum % Increase 4 th Contract Period: <u>5</u> %			

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

4.10.1. Authorized Representative (Sign By Hand):



4.10.2. Type or Print Signed Name:

Anthony Gonnella, VP Sales

Today's Date: 3-16-06

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



Hertz Equipment Rental Corporation
225 Brae Blvd, Park Ridge, NJ 07656
Phone: (201)307-2855 Ext. 2855 Fax: (866)408-7521

March 17, 2006

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

RE: Bid #16-21MAR06

Dear Sir or Madam:

Thank you for giving Hertz Equipment Rental Corporation (HERC) the opportunity to quote the above bid.

Enclosed for your review are one (1) original and two (2) copies of the above referenced bid for Road Construction Equipment Rental Term & Supply.

Should you require additional information please contact Brian Burns, Branch Manager in our Columbia, MO location, at 573-442-7500 or you can contact me directly at 201-307-5286.

Sincerely,

A handwritten signature in black ink that reads "Terri L. Boffardi". The signature is fluid and cursive, with the first name being the most prominent.

Terri L. Boffardi
Senior Sales Administrator

Enclosures

Cc: B. Burns



Request for Bid (RFB)

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

Heather Turner, CPPB, Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: htuner@boonecountymo.org

Bid Data

Bid Number: **16-21MAR06**
Commodity Title: **Road Construction Equipment Rental Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
 - 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
 - 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
 - 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2006 through March 31, 2007, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
 - 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW213D-3, Hamm 2520D, Cat CS563D or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D, and Bomag BW213PDH-3 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Roller Compactor (1):** Acceptable Models – Caterpillar PS-350, Bomag BW11R, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; and must include full FOPS protection.
- 2.4.4. **Crawler Dozer (2):** Acceptable Models – John Deere 850J, Case 1850K, Cat D7R, and Komatsu D85EX-21 or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; and must include full ROPS protection. Limb risers must be mounted to protect cab and hood.
- 2.4.5. **Finishing Dozer (1):** Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, or John Deere 450J
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.

- 2.4.6. **Trackhoe / Excavator (1) with Attachments:** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18'7" boom length, a minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD (1):** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor (1):** Acceptable Models – Any as specified, except off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is six (6) to eight (8) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.

- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10.3. **Delivery Date** – Anticipated delivery date for the first contract period is April 1, 2006. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: hturner@boonecountymo.org.

3. Response Presentation and Review

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

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____
4.7.5.	Trackhoe/Excavator Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ _____	_____

4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.6.	Backhoe 4WD Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ _____		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ _____		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: _____ %			
	Maximum % Increase 3 rd Contract Period: _____ %			
	Maximum % Increase 4 th Contract Period: _____ %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. _____
Type or Print Signed Name:

_____ Today's Date: _____

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



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

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

Standard Terms and Conditions

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



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

“No Bid” Response Form

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 16-21MAR06 Leasing of Road Construction Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT – TERM AND SUPPLY**

THIS AGREEMENT dated the 6 day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Roland Machinery Co.** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 2, 2006 and executed by Allan Miesner on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* – This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **primary supplier** for the following:

Section 4.7.3. Self-propelled Pneumatic Roller Compactor @ \$2,970 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **secondary supplier** for the following:

Section 4.7.1. Self-propelled Single-Smooth Drum Vibratory Roller @ \$4,090 per month

Section 4.7.2. Self-propelled Single Drum Padfoot Vibratory Roller @ \$4,090 per month

Section 4.7.6. Backhoe 4WD @ \$1,700 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **tertiary supplier** for the following:

Section 4.7.4. Crawler Dozer @ \$7,450.00 per month

Section 4.7.5. Trackhoe/Excavator with attachments (Hydraulic Quick Coupler, Hydraulic Breaker, 36" Severe Duty Bucket, 60" Ditching Bucket) @ \$10,855 per month

Section 4.7.8. Finishing Dozer @ \$3,000 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within the timeframe specified in the bid response. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices

within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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

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

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

- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, 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 CO

by Allen Miesner
title Rental Manager

APPROVED AS TO FORM:

County Counselor

BOONE COUNTY, MISSOURI

by Boone County Commission
Keith Schnarre
Keith Schnarre, Presiding Commissioner

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 this contract do not create a measurable County obligation at this time.)

June E. Pitchford
Signature

3/31/06
Date

2040/71700 Term/Supply

Appropriation Account

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

4.1. Company Name: Roland Machinery Co
 4.2. Address: 4670 Crossroads Industrial Dr.
 4.3. City/Zip: Bridgeton, MO 63044
 4.4. Phone Number: 314-291-1330
 4.5. Fax Number: 314-291-8050
 4.6. Federal Tax ID: 37-1324032

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

4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: <u>Hamm</u> Model: <u>3410</u> Year: <u>05</u> Current Hour Meter Reading: <u>65</u>	250 Hr Svc <u>\$141.74</u>	<u>\$4090.00</u>	<u>2</u>
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>Hamm</u> Model: <u>3410</u> Year: <u>05</u> Current Hour Meter Reading: <u>80</u>	250 Hr Svc <u>\$141.74</u>	<u>\$4090.00</u>	<u>2</u>
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: <u>Rosco</u> Model: <u>Tru Pac 915</u> Year: <u>05</u> Current Hour Meter Reading: <u>96</u>	250 Hr Svc <u>\$73.01</u>	<u>\$2970.00</u>	<u>3</u>
4.7.4.	Crawler Dozer Make: <u>Komatsu</u> Model: <u>065PX-15</u> Year: <u>05</u> Current Hour Meter Reading: <u>303</u>	250 Hr Svc <u>\$304.29</u>	<u>\$7450.00</u>	<u>2</u>
4.7.5.	Trackhoe/Excavator Make: <u>Komatsu</u> Model: <u>PC200LC-7</u> Year: <u>06</u> Current Hour Meter Reading: <u>2</u>	250 Hr Svc <u>\$206.66</u>	<u>\$5200.00</u>	<u>2</u>

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.5.1.	Hydraulic Quick Coupler Make: <u>Included with Cost of Excavator</u> Model: <u>05</u> Year: <u>05</u>	\$ <u>0</u>	\$ <u>0</u>	<u>0</u>
4.7.5.2.	Hydraulic Breaker Make: <u>Tramac</u> Model: <u>V32 5000 P/Lb</u> Year: <u>05</u>	Parts Cost Per Field Service <u>Normal maintenance</u> \$ <u>100.00</u>	Monthly Lease Cost \$ <u>5355.00</u>	Delivery Date ARO Number of Days <u>2</u>
4.7.5.3.	36" Severe Duty Bucket Make: <u>Included with Cost of Excavator</u> Model: <u>05</u> Year: <u>05</u>	Parts Cost Per Field Service \$ <u>0</u>	Monthly Lease Cost \$ <u>0</u>	Delivery Date ARO Number of Days <u>0</u>
4.7.5.4.	60" Ditching Bucket Make: <u>BSCO</u> Model: <u>60" Ditch</u> Year: <u>05</u>	Parts Cost Per Field Service \$ <u>0</u>	Monthly Lease Cost \$ <u>300.00</u>	Delivery Date ARO Number of Days <u>2</u>
4.7.6.	Backhoe 4WD Make: <u>Komatsu</u> Model: <u>W3140</u> Year: <u>04</u> Current Hour Meter Reading: _____	Parts Cost Per Field Service <u>250 Hr Svc</u> \$ <u>404.30</u>	Monthly Lease Cost \$ <u>1700.00</u>	Delivery Date ARO Number of Days <u>2</u>
4.7.7.	Self-propelled Water Tanker Distributor Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ <u>N/A</u>	Monthly Lease Cost \$ <u>N/A</u>	Delivery Date ARO Number of Days <u>N/A</u>
4.7.8.	Finishing Dozer Make: <u>Komatsu</u> Model: <u>D37EX</u> Year: <u>05</u> Current Hour Meter Reading: <u>103</u>	Parts Cost Per Field Service <u>250 Hr Svc</u> \$ <u>135.46</u>	Monthly Lease Cost \$ <u>3000.00</u>	Delivery Date ARO Number of Days <u>2</u>
4.7.9.	TOTAL	\$ <u>1507.20</u>	\$ <u>34,155.00</u>	<u>34,155.00</u>
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ <u>88.00</u>		
4.8.2.	Trip Setup or Trip Fee	\$ <u>0</u>		
4.8.3.	Mileage Fee Per Mile	\$ <u>2.25</u>		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period:	<u>2</u> %		
	Maximum % Increase 3 rd Contract Period:	<u>2</u> %		
	Maximum % Increase 4 th Contract Period:	<u>2</u> %		

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

4.10.1. Authorized Representative (Sign By Hand):

Allen Miesner

4.10.2. Type or Print Signed Name:

Allan Miesner

Today's Date: 3-2-06

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



Request for Bid (RFB)

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

Heather Turner, CPPB, Buyer
(573) 886-4392 - FAX (573) 886-4390
Email: htumer@boonecountymo.org

Bid Data

Bid Number: **16-21MAR06**
Commodity Title: **Road Construction Equipment Rental Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2006 through March 31, 2007, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW213D-3, Hamm 2520D, Cat CS563D or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D, and Bomag BW213PDH-3 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Roller Compactor (1):** Acceptable Models – Caterpillar PS-350, Bomag BW11R, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; and must include full FOPS protection.
- 2.4.4. **Crawler Dozer (2):** Acceptable Models – John Deere 850J, Case 1850K, Cat D7R, and Komatsu D85EX-21 or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; and must include full ROPS protection. Limb risers must be mounted to protect cab and hood.
- 2.4.5. **Finishing Dozer (1):** Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, or John Deere 450J
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.

- 2.4.6. **Trackhoe / Excavator (1) with Attachments:** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18’7” boom length, a minimum 9’7” arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36” severe duty bucket, a 60” ditching bucket, minimum 14’7” track length, minimum 7’10” track gauge, minimum 31.5” shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD (1):** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor (1):** Acceptable Models – Any as specified, except off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is six (6) to eight (8) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County’s decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.

- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10.3. **Delivery Date** – Anticipated delivery date for the first contract period is April 1, 2006. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: hturner@boonecountymmo.org.

3. Response Presentation and Review

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

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

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

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

4.7. PRICING

4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.	Trackhoe/Excavator Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____

4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.6.	Backhoe 4WD Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ _____		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ _____		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: _____ %			
	Maximum % Increase 3 rd Contract Period: _____ %			
	Maximum % Increase 4 th Contract Period: _____ %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. _____
Type or Print Signed Name:

_____ Today's Date: _____

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



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

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

Standard Terms and Conditions

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



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 16-21MAR06 Leasing of Road Construction Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT – TERM AND SUPPLY**

THIS AGREEMENT dated the 6 day of APRIL 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Tri-State Construction Equipment Company** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 20, 2006 and executed by Jim W. Smith on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* – This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **secondary supplier** for the following:

Section 4.7.3. Self-propelled Pneumatic Roller Compactor @ \$4,000 per month

Section 4.7.4. Crawler Dozer @ \$7,000 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **quaternary supplier** for the following:

Section 4.7.5. Trackhoe/Excavator with attachments (Hydraulic Quick Coupler, Hydraulic Breaker, 36" Severe Duty Bucket, 60" Ditching Bucket) @ \$11,900 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition within ten (10) days ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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

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


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


- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee 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 Lessee, 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 CO.

BOONE COUNTY, MISSOURI

by 
title General Manager / 11 Apr 06

by 
Boone County Commission
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

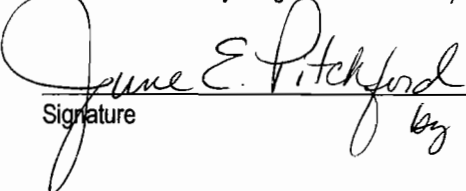

County Counselor


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 this contract do not create a measurable County obligation at this time.)

2040/71700 Term/Supply


Signature *by eg*

3/31/06
Date

Appropriation Account

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

- 4.1. Company Name: Tri-State Const. Equip Co.
- 4.2. Address: 106 Industrial Dr P.O. Box 225
- 4.3. City/Zip: Ashland Mo 65010
- 4.4. Phone Number: 573-657-2154
- 4.5. Fax Number: 573-657-1012
- 4.6. Federal Tax ID: _____

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

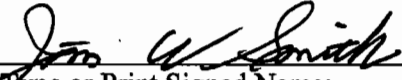
4.7. PRICING

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	\$ _____	\$ <u>N/A</u>	_____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>Bomag</u> Model: <u>BW213PDH3</u> Year: _____ Current Hour Meter Reading: _____	\$ <u>250</u>	\$ <u>6500</u>	<u>10</u>
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: <u>Hypac</u> Model: <u>C530AH</u> Year: _____ Current Hour Meter Reading: _____	\$ <u>250</u>	\$ <u>4000</u>	<u>10</u>
4.7.4.	Crawler Dozer Make: <u>John Deere</u> Model: <u>850J</u> Year: <u>2006</u> Current Hour Meter Reading: _____	\$ <u>250</u>	\$ <u>7000</u>	<u>10</u>
4.7.5.	Trackhoe/Excavator Make: <u>John Deere</u> Model: <u>200L-LL</u> Year: <u>2005</u> Current Hour Meter Reading: _____	\$ <u>250</u>	\$ <u>5500</u>	<u>10</u>

4.7.5.1.	Hydraulic Quick Coupler Make: <u>JRB</u> Model: _____ Year: _____	Parts Cost Per Field Service \$ <u>N/A</u>	Monthly Lease Cost \$ <u>200</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.5.2.	Hydraulic Breaker Make: <u>NPK</u> Model: <u>E210</u> Year: <u>2005</u>	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ <u>5200</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.5.3.	36" Severe Duty Bucket Make: <u>JD</u> Model: _____ Year: _____	Parts Cost Per Field Service <u>Teeth</u> \$ <u>250</u>	Monthly Lease Cost \$ <u>500</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.5.4.	60" Ditching Bucket Make: <u>JD</u> Model: _____ Year: _____	Parts Cost Per Field Service \$ <u>N/A</u>	Monthly Lease Cost \$ <u>500</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.6.	Backhoe 4WD Make: <u>John Deere</u> Model: <u>3105G</u> Year: <u>2005-2006</u> Current Hour Meter Reading: <u>250</u>	Parts Cost Per Field Service \$ <u>250</u>	Monthly Lease Cost \$ <u>2600</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ <u>N/A</u>	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: <u>John Deere</u> Model: <u>450J</u> Year: <u>2005</u> Current Hour Meter Reading: <u>250</u>	Parts Cost Per Field Service \$ <u>250</u>	Monthly Lease Cost \$ <u>3500</u>	Delivery Date ARO Number of Days <u>10</u>
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ <u>80</u>		
4.8.2.	Trip Setup or Trip Fee	\$ <u>150</u>		
4.8.3.	Mileage Fee Per Mile	\$ <u>1.50</u>		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: <u>5</u> %			
	Maximum % Increase 3 rd Contract Period: <u>5</u> %			
	Maximum % Increase 4 th Contract Period: <u>5</u> %			

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

4.10.1. Authorized Representative (Sign By Hand):



4.10.2. Type or Print Signed Name:

Jim W Smith

Today's Date: 20 Mar 06

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

Note: Subject to availability of Equipment.

All equipment will be 2005 or 2006 models with 750 hours or less in excellent condition.





Request for Bid (RFB)

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

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

Bid Data

Bid Number: **16-21MAR06**
Commodity Title: **Road Construction Equipment Rental Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2006 through March 31, 2007, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW213D-3, Hamm 2520D, Cat CS563D or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D, and Bomag BW213PDH-3 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Roller Compactor (1):** Acceptable Models – Caterpillar PS-350, Bomag BW11R, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; and must include full FOPS protection.
- 2.4.4. **Crawler Dozer (2):** Acceptable Models – John Deere 850J, Case 1850K, Cat D7R, and Komatsu D85EX-21 or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; and must include full ROPS protection. Limb risers must be mounted to protect cab and hood.
- 2.4.5. **Finishing Dozer (1):** Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, or John Deere 450J
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.

- 2.4.6. **Trackhoe / Excavator (1) with Attachments:** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18'7" boom length, a minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD (1):** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor (1):** Acceptable Models – Any as specified, except off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is six (6) to eight (8) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a primary, secondary and tertiary suppliers for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.

- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10.3. **Delivery Date** – Anticipated delivery date for the first contract period is April 1, 2006. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: hturner@boonecountymo.org.

3. Response Presentation and Review

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

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

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.	Trackhoe/Excavator Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____

4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.6.	Backhoe 4WD Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ _____		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ _____		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: _____ % Maximum % Increase 3 rd Contract Period: _____ % Maximum % Increase 4 th Contract Period: _____ %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. _____
Type or Print Signed Name:

_____ Today's Date: _____

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



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

Standard Terms and Conditions

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

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



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 16-21MAR06 Leasing of Road Construction Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

**EQUIPMENT LEASE AGREEMENT FOR
ROAD CONSTRUCTION EQUIPMENT – TERM AND SUPPLY**

THIS AGREEMENT dated the 6th day of April 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "Lessee" and **Fabick CAT** herein "Lessor."

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 Equipment Lease Agreement for Road Construction Equipment, County of Boone Request for Bid for Lease of Road Construction Equipment, bid number **16-21MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, as well as the Lessor's bid response dated March 3, 2006 and executed by Edward W Green on behalf of the Lessor. 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 the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, and the unexecuted Response Form, shall prevail and control over the Lessor's bid response.

2. *Lease* – This agreement shall commence on April 1, 2006 and extend through March 31, 2007, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the even the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **tertiary supplier** for the following:

Section 4.7.1. Self-propelled Single-Smooth Drum Vibratory Roller @ \$5,100 per month

Section 4.7.2. Self-propelled Single Drum Padfoot Vibratory Roller @ \$5,780 per month

Section 4.7.3. Self-propelled Pneumatic Roller Compactor @ \$5,270 per month

The Lessee agrees to lease from the Lessor and the Lessor agrees to lease to the Lessee the equipment proposed in the bid specifications as the **quaternary supplier** for the following:

Section 4.7.4. Crawler Dozer @ \$12,325 per month

Section 4.7.8. Finishing Dozer @ \$3,300 per month

3. *Delivery and Return*- Lessor agrees to deliver leased equipment fully operational and in pre-serviced condition approximately one (1) to five (5) days ARO. Lessor shall pick up the equipment leased hereunder at the same location per the bid specifications.

4. *Billing and Payment* - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Lessor'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 Lessor's bid response to the specifications. The Lessee agrees to pay all invoices within thirty days of receipt; Lessor agrees to honor any cash or prompt payment discounts offered in its bid response if Lessee makes payment as provided therein. In the event of a billing dispute, the Lessee reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Lessor, the Lessee 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. *Maintenance and Repair*- The Lessor agrees to provide and lease the equipment specified in the contract documents in good working order and repair and in pre-serviced condition. Lessee shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while subject to this lease and further agrees to be liable for damage to the equipment which occurs during this lease, normal wear and tear excepted. Lessee shall not be liable or responsible for major equipment repair or

failure which occurs during normal operations attributable to equipment age or normal use or due to wear and tear or lack of maintenance by the Lessor or prior equipment users, or due to defects existing in the equipment or components thereof predating this lease.

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


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

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

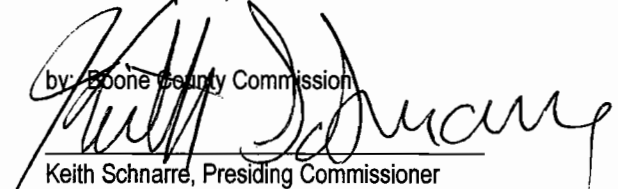
- a. Lessee may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. Lessee may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

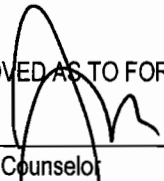
FABICK CAT

by 
 title Rental Coordinator Domestic

BOONE COUNTY, MISSOURI

by: Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

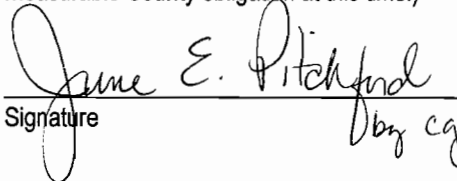

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

<u></u>	<u>3/31/06</u>	2040/71700 Term/Supply
Signature	Date	Appropriation Account

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

4.1. Company Name: Fabick Cat.
 4.2. Address: 7841 EAST ABC LANE.
 4.3. City/Zip: Columbia MO 65202
 4.4. Phone Number: 573-442-6880 / 636-6801383
 4.5. Fax Number: 573-442-0630 / 636-449-0017
 4.6. Federal Tax ID: 43-0263380

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

4.7. PRICING * Price Includes Parts, Labor, & Travel Time for PM 1
 within 20 mile radius. 250 Hour Service

		Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: <u>CS 563 Cat.</u> Model: <u>CS563</u> Year: <u>2005</u> Current Hour Meter Reading: <u>171</u>	* \$ 602.00	\$ 5,100.00	APPROX 1-TO 5 Days
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: <u>CS563</u> Model: <u>Cat.</u> Year: <u>2005</u> Current Hour Meter Reading: <u>63</u>	* \$ 602.00	\$ 5,780.00	APPROX 1 TO 5 Days
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: <u>PS360</u> Model: <u>Cat.</u> Year: <u>2001</u> Current Hour Meter Reading: <u>1043</u>	* \$ 602.00	\$ 5,270.00	APPROX 1 TO 5 Days
4.7.4.	Crawler Dozer Make: <u>D7R</u> Model: <u>Cat.</u> Year: <u>2006</u> Current Hour Meter Reading: <u>18</u>	* \$ 500.00	\$ 12,325.00	APPROX 1 TO 5 Days
4.7.5.	Trackhoe/Excavator Make: <u>320</u> Model: <u>Cat.</u> Year: <u>2004</u> Current Hour Meter Reading: <u>2177</u>	* \$ 550.00	\$ 5,900.00	APPROX 1 TO 5 Days

4.7.5.1.	Hydraulic Quick Coupler Make: <u>No Charge</u> Model: _____ Year: _____	Parts Cost Per Field Service \$ <u>NA</u>	Monthly Lease Cost \$ <u>NC</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAYS</u>
4.7.5.2.	Hydraulic Breaker Make: <u>CAT</u> Model: <u>H130</u> Year: <u>N/A</u>	Parts Cost Per Field Service \$ <u>NA</u>	Monthly Lease Cost \$ <u>5900.00</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAYS</u>
4.7.5.3.	36" Severe Duty Bucket Make: <u>CAT</u> <i>machine comes with</i> Model: <u>HD.36.</u> <i>one bucket</i> Year: <u>NA</u> <i>extra bucket</i>	Parts Cost Per Field Service \$ <u>NA</u>	Monthly Lease Cost \$ <u>225.00</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAY</u>
4.7.5.4.	60" Ditching Bucket Make: <u>CAT</u> <i>SAME AS ABOVE</i> Model: <u>72" Inch</u> Year: <u>N/A</u>	Parts Cost Per Field Service \$ <u>NA</u>	Monthly Lease Cost \$ <u>225.00</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAYS</u>
4.7.6.	Backhoe 4WD Make: <u>420</u> Model: <u>CAT</u> Year: <u>2004</u> Current Hour Meter Reading: <u>213</u>	Parts Cost Per Field Service \$ <u>450.00</u>	Monthly Lease Cost \$ <u>2,775.00</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAYS</u>
4.7.7.	Self-propelled Water Tanker Distributor Make: <u>N/A</u> Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ <u>NA</u>	Monthly Lease Cost \$ <u>N/A</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAY</u>
4.7.8.	Finishing Dozer Make: <u>D36</u> Model: <u>CAT</u> Year: <u>2005</u> Current Hour Meter Reading: <u>269</u>	Parts Cost Per Field Service \$ <u>500.00</u>	Monthly Lease Cost \$ <u>3,300.00</u>	Delivery Date ARO Number of Days <u>APPROX</u> <u>1 TO 5 DAY</u>
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE * <i>Price Includes Parts, Labor, & Travel Time For PM</i>	<i>250 HOUR SERVICE</i>		
4.8.1.	Hourly Labor Charge *			
4.8.2.	Trip Setup or Trip Fee			
4.8.3.	Mileage Fee Per Mile			
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: <u>0</u> %			
	Maximum % Increase 3 rd Contract Period: <u>0</u> %			
	Maximum % Increase 4 th Contract Period: <u>0</u> %			

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

4.10.

4.10.1. Authorized Representative (Sign By Hand):

Edward W Green

4.10.2. Type or Print Signed Name:

Edward W Green

Today's Date: 3-3-06

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



Request for Bid (RFB)

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

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

Bid Data

Bid Number: **16-21MAR06**
Commodity Title: **Road Construction Equipment Rental Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

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

Bid Opening

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

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from April 1, 2006 through March 31, 2007, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Road Construction Equipment Rental**.
- 2.2. **Contract Duration** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007, and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.5. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.3.1. Each piece of equipment must be equipped with all manufacturer’s standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
- 2.4. **TECHNICAL SPECIFICATIONS**
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-100, Hypac C850C, Case SV212, Bomag BW213D-3, Hamm 2520D, Cat CS563D or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,000 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 135hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models – Ingersoll-Rand SD-110, Hypac C852C, Case SV216, Cat CP563D, and Bomag BW213PDH-3 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9”, a minimum SAE operating weight of 24,800 pounds, a minimum range of 44550 / 61825 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 135 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Roller Compactor (1):** Acceptable Models – Caterpillar PS-350, Bomag BW11R, Ingersoll-Rand PT-125R, Hamm GRW5, and Hypac C530AH or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 75hp, a minimum SAE operating weight of 22,000 lbs., and nine (9) pneumatic wheels/tires size 7.50x15; and must include full FOPS protection.
- 2.4.4. **Crawler Dozer (2):** Acceptable Models – John Deere 850J, Case 1850K, Cat D7R, and Komatsu D85EX-21 or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 42,000 lbs. and a minimum SAE net horsepower of 185 hp; and must include full ROPS protection. Limb risers must be mounted to protect cab and hood.
- 2.4.5. **Finishing Dozer (1):** Acceptable Models – Case 550H, Cat D3G, Komatsu D31E-20, or John Deere 450J
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,200 lbs., and a minimum SAE net horsepower of 67hp.

- 2.4.6. **Trackhoe / Excavator (1) with Attachments:** Acceptable Models – Komatsu PC200LC-6, Cat 320C-L, John Deere 200C-LC, Case CX210, Daewoo 220LCV or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 43,000 lbs., a minimum 18'7" boom length, a minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD (1):** Acceptable Models – Case 580SM, John Deere 310SG, Cat 420D, and JCB 214-4WD or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heated, a minimum SAE net horsepower of 84hp, a minimum operating weight of 16,000 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor (1):** Acceptable Models – Any as specified, **except** off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
- 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** – The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
- 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.5.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.6. **ROAD CONSTRUCTION SEASON** - The Road Construction Season is generally described as March 1 through October 31 of each year.
- 2.7. **LEASE DURATION PER SEASON** – Typical lease for equipment is six (6) to eight (8) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
- 2.8. **NON-EXCLUSIVITY** – The contract is **non-exclusive** and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.
- 2.9. **BILLING AND PAYMENT** – This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** – The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.

- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.10. **DELIVERY**
- 2.10.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10.3. **Delivery Date** – Anticipated delivery date for the first contract period is April 1, 2006. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.11. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Heather Turner, CPPB, Director of Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: hturner@boonecountymmo.org.

3. Response Presentation and Review

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

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

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

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

4.7. PRICING

4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.2.	Self-propelled Single Drum Padfoot Vibratory Roller Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.3.	Self-propelled Pneumatic Roller Compactor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.4.	Crawler Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.	Trackhoe/Excavator Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____

4.7.5.1.	Hydraulic Quick Coupler Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.2.	Hydraulic Breaker Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.3.	36" Severe Duty Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.5.4.	60" Ditching Bucket Make: _____ Model: _____ Year: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.6.	Backhoe 4WD Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.7.	Self-propelled Water Tanker Distributor Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.8.	Finishing Dozer Make: _____ Model: _____ Year: _____ Current Hour Meter Reading: _____	Parts Cost Per Field Service \$ _____	Monthly Lease Cost \$ _____	Delivery Date ARO Number of Days _____
4.7.9.	TOTAL	\$ _____	\$ _____	
4.8.	FIELD SERVICE			
4.8.1.	Hourly Labor Charge	\$ _____		
4.8.2.	Trip Setup or Trip Fee	\$ _____		
4.8.3.	Mileage Fee Per Mile	\$ _____		
4.9.	Renewal Percentages			
4.9.1.	Maximum % Increase 2 nd Contract Period: _____ % Maximum % Increase 3 rd Contract Period: _____ % Maximum % Increase 4 th Contract Period: _____ %			

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

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. _____
Type or Print Signed Name:

_____ Today's Date: _____

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



Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

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

Standard Terms and Conditions

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



"No Bid" Response Form

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

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

"NO BID RESPONSE FORM"

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

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

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

Bid: 16-21MAR06 Leasing of Road Construction Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 6th day of April 2006
 the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby re-appoint Donald Miles to the Airport Advisory Board for a term expiring April 20, 2010.

Done this 6th day of April, 2006.

ATTEST:

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

Keith Schnarre
 Keith Schnarre
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

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

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

COPY



Boone County Commission

Reappoint - AIRPORT ADVISORY BOARD - Term: 4 yrs - Expires April 20, 2010

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Airport Advisory Board Term: 06-10

Current Township: Perche Today's Date: 3/6/2006

Name: Donald Miles

Home Address: 6300 Route E Zip Code: 65202

Business Address: Biology, Univ. of Missouri Zip Code: 65211

Home Phone: 446-1885 Work Phone: 882-7933
Fax: _____ E-mail: milesd@missouri.edu

Qualifications: Commercial pilot, flight instructor, aircraft owner, 2 year manager Small Airport in Indiana. Aircraft Owner & Pilots Assoc. Experimental Aircraft Assoc. Missouri Pilots. Professor of Biology, Univ. of MO 35 years.

Past Community Service: Two terms - Airport Advisory Board

References: Bob Taylor, Current Vice-Chair Airport Advisory Board.

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Donald Miles

Applicant Signature

Don't need back

Just comm order

Boone County Commission Office
Boone County Government Center
11 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

COPY

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 6th day of April 2006

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

Now on this day the County Commission of the County of Boone does hereby authorize the use of the Chambers on April 7, 2006 for the Columbia Independent School. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

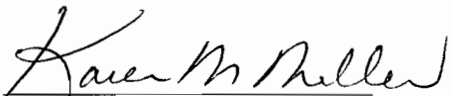
Done this 6th day of April, 2006.

ATTEST:

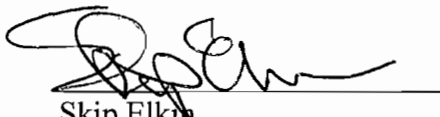
Wendy S. Noren
 Wendy S. Noren *KS*
 Clerk of the County Commission


 Keith Schnarre

Presiding Commissioner


 Karen M. Miller

District I Commissioner

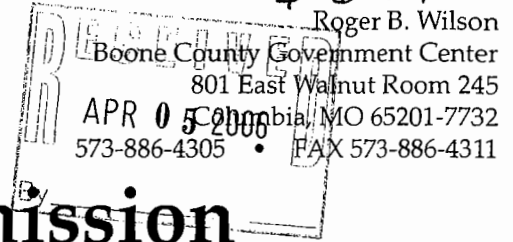

 Skip Elkin

District II Commissioner

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



For Approval
Commission Thursday
193-2000
4-6-06



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: theatre performance

Date(s) of Use: 4-7-06

Time of Use: From: 2:30 a.m./p.m. thru 3:20 a.m./p.m.

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

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

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

Name of Organization/Person: Kaitlin Sebben, Columbia Independent School

Organization Representative/Title: Teacher

Address/Phone Number: (573) 424-7495

Date of Application: 4-5-06

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Naser
County Clerk

Keith Schnarre
County Commissioner

DATE: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

6th

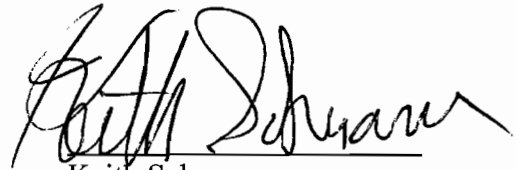
day of April

2006

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

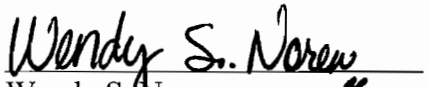
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Chambers on May 3, 2006 for the L.I.F.E. Ministries. It is further ordered that the Presiding Commissioner be hereby authorized to sign said application.

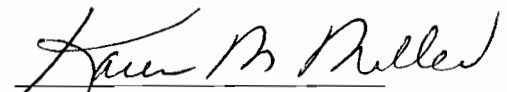
Done this 6th day of April, 2006.



Keith Schnarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission



Karen M. Miller
 District I Commissioner



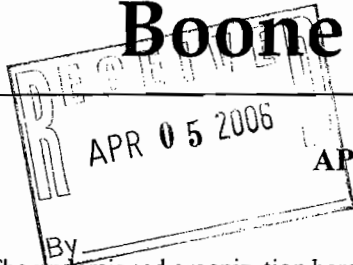
Skip Elkin
 District II Commissioner

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



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

Boone County Commission



APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: enriching - marriages - counseling about 15-20 couples

Date(s) of Use: May 13, 2006

Time of Use: From: 6:00 a.m./p.m. thru ~~10:00~~ 9:30 a.m./p.m.

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

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

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

Name of Organization/Person: L.I.F.E Ministries

Organization Representative/Title: Gene or Dee Williams home

Address/Phone Number: 3418 Nottingham Court 814-3037

Date of Application: April 5, 2006 cell 489-5183

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Noreen
County Clerk

Keith Schnarre
County Commissioner

DATE: _____