

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8<sup>th</sup> day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 40-16MAY06 Automotive Parts & Accessories T & S to the following vendors:

Midway Truck Center  
O'Reilly Automotive, Inc d/b/a O'Reilly Auto Parts  
New Haven Filter Co

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

Done this 8<sup>th</sup> day of June 2006.

ATTEST:

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

Keith Schnarre  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT FOR  
AUTOMOTIVE PARTS AND ACCESSORIES TERM & SUPPLY**

**THIS AGREEMENT** dated the 8 day of June 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Midway Truck Center**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Automotive Parts & Accessories Term & Supply, bid number **40-16MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 15, 2006 and executed by Brad Nix, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on June 15, 2006 and extend through June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

- Items 4.7.25. - 4.7.26. Starting Circuits
- Items 4.7.36. - 4.7.45. Brakes-Part II Heavy Truck
- Items 4.7.53. - 4.7.74. Lamps

The Contractor agrees to provide the supplies listed above in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the supplies per the bid specifications and as specified in the Contractor's bid response.

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

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

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

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

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

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

**MIDWAY TRUCK CENTER**

by Marc A. Traven  
title Parts Operations Manager

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

2040/60200 – Term & Supply

Gene E. Pitchford  
Signature by [Signature]

6/5/06  
Date

Appropriation Account

Copy 2

Boone

Purchasing Department

4.	<b>Response Form</b>	
4.1.	Company Name:	Midway Truck Center
4.2.	Address:	7601 NE 38th
4.3.	City/Zip:	Kansas City Mo. 64161
4.4.	Phone Number:	816 455 3000 18005982285
4.5.	Fax Number:	PART dept. 816 453 7607
4.6.	Federal Tax ID:	48-0674662
4.6.1.	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership - Name <input type="checkbox"/> Individual/Proprietorship - Individual Name <input type="checkbox"/> Other (Specify)	
4.6.2.	<p><b>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.</p>	
4.6.3.	Authorized Representative (Sign By Hand):	Brad Nix Date: 5-15-06
4.6.4.	Print Name and Title of Authorized Representative	Brad Nix outside sales rep. Date: 5-15-06
4.6.5.	Delivery Days After Receipt of Order:	Days PART delivered by Brad Nix (outside sales rep) Every Tuesday ORDERS must be placed on Monday
4.6.6.	After Hours Contact (if available) for Emergency Orders:	MON-FRI. 6AM-2AM SAT-SUN 7AM-7PM
	Name:	Midway Truck Center
	Phone Number:	816 455 3000 18005982285
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid:	
	NON stocking PARTS 10% Restock charge	
4.6.8.	Catalog Name:	Ford/Sterling price tap jobber +/- %:
4.6.9.	All other parts will be sold to the County at jobber +/- %	
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4.6.11.	Maximum Percentage Increase for	NA % 2nd Year % 3rd Year

**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>									
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	Donaldson		14.95	Same	
4.7.2.	LFP2285	IHC	DT530	2003			9.45		
4.7.3.	LFP9025	IHC	DT570	2005			22.76		
4.7.4.	PH820	Ford	4.6L	2001			2.29		
4.7.5.	PH44	Chevrolet	4.8L	2003			4.47		
4.7.6.	PH59	Chevrolet	4.8L	2001			2.49		
4.7.7.	LFP5757	JD	672CH	2002			5.95		
	<b>Fuel Filters</b>								
4.7.8.	L9684F	IHC	DT570	2005			8.15		
4.7.9.	LFF3349	IHC	DT530	2003			5.81		
4.7.10.	L3887F	JD	672CH	2002			8.72		
4.7.11.	L8138F	JD	672CH	2002			7.39		
4.7.12.	G6593	Ford	4.6L	2003			3.80		
4.7.13.	G481	Chevrolet	4.8L	2001			4.40		
4.7.14.	LP970-5						11.57		
	<b>Air Filters</b>								
4.7.15.	AF1032A	Ford	4.6L	2001			3.67		
4.7.16.	LAF9099	IHC	DT530	2003			31.94		
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005			11.70		
4.7.18.	LAF4498	JD	672CH	2003			17.39		
4.7.19.	LAF8274	JD	672CH	2003			13.90		
	<b>Hyd. Filters</b>								
4.7.20.	LFH8499						19.94		
4.7.21.	LFH4204						4.85		
4.7.22.	HF6833 (Fleetguard)						51.91		
4.7.23.	HF6840 (Fleetguard)				Fleetguard		79.42		
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>							346.92	
	<b>Starting Circuit</b>								
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.25.	10461169	IHC	DT530	2003	Delco		179.09 Exchange	154.00	
4.7.26.	10461171	IHC	DT570	2005	"		225.57 Exchange	154.00	
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>						404.66	308.00	

Exchange  
CORE charge

<b>Brakes-Part I</b>									
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005	Motorcraft		43.23	Same	
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004	}		43.15		
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005			48.68		
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006			64.09		
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006			48.68		
	<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006			67.99		
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006			67.08		
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>							382.90	
<b>Brakes-Part II (Heavy Truck)</b>									
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.36.	3710 (Balanced)	IHC	7400	2005	Gurite		89.76		
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005	"		66.72		
	<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke				Bendix w/o Clevis		49.93		
	<b>Brake Shoe Kits w/Hardware</b>				Alliance Boy genuine				
4.7.39.	4702DQ21 Q+	IHC	7400	2005	Carlisle		34.49 ex. core 30.80		
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005	w/hardware		41.04 core 30.80 Exchange		
	<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005	Meritor		34.03		
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005			34.03		
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005			8.99		

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005	Meritor		23.21	
4.7.45.	MERITOR 2210 V 7537 (Rear) W	IHC	7400	2005	"		23.21	
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>						405.41	61.60 CORRECTIONS
<b>Windshield Wipers</b>								
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22				Anco		4.46	SAME
4.7.48.	30-22						8.51	
4.7.49.	30-20						8.12	
4.7.50.	31-20						4.46	
4.7.51.	31-24						4.64	
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>						30.19	
<b>Lamps (Wagner)</b>								
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024				GE		6.89	SAME
4.7.54.	H6054						6.30	
4.7.55.	H4651						3.30	
4.7.56.	4537						8.54	
4.7.57.	1157						.24	
4.7.58.	1156						.38	
4.7.59.	1157-NA						1.05	
4.7.60.	912						.75	
4.7.61.	9007						5.85	
4.7.62.	9006						4.96	
4.7.63.	9005						4.96	
4.7.64.	3157-SA						1.60	
4.7.65.	4007						15.99	
4.7.66.	4157						1.64	
4.7.67.	4411						4.60	
<b>Tail Light (Peterson)</b>								
4.7.68.	420R (Oval LED)				Peterson	J-06	17.65	
4.7.69.	417R (Round LED)						17.65	
<b>Marker Light</b>								
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)						10.27	
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)						10.27	
<b>Flood Lamp</b>								
	M526						10.88	
4.7.72.	<b>Strobe Light</b>							

4.7.73.	423SA-1				59.74		
4.7.74.	423SA-2				59.74		
4.7.75.	<b>SUB-TOTAL (Lamps)</b>				253.25		
<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>							
	<b>Equipment</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.76.	Group 31 Screw-Top (925 CCA Min)		Alliance		63.50	Same	
4.7.77.	Group 31 Screw-Top (650 CCA Min)		"		57.66		
4.7.78.	Group 34 (800 CCA Min)		—		NA		
4.7.79.	Group 65 (850 CCA Min)		Alliance		66.15		
4.7.80.	Group 75 (630 CCA Min)		"		44.98		
4.7.81.	Group 4D (1400 CCA Min)		—		NA		
4.7.82.	<b>SUB-TOTAL</b>				232.29		
<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>							
	<b>Washer Fluid - 20</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.83.					1.55		
4.7.84.	<b>SUB-TOTAL</b>						
<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>							
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.85.					—		
4.7.86.	<b>SUB-TOTAL</b>						
<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>							
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.87.					1.90		
4.7.88.	<b>SUB-TOTAL</b>						
<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>							
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.89.					2.94		
4.7.90.	<b>SUB-TOTAL</b>						
<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>							
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.91.					2.48		
4.7.92.	<b>SUB-TOTAL</b>				8.88		
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>					2064.50	





## **Request for Bid (Bid)**

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

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

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### ***Bid Data***

Bid Number: **40-16MAY06**  
Commodity Title: **Automotive Parts and Accessories Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY, MAY 16, 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 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **TUESDAY, MAY 16, 2006**  
Time: **10:30 A.M.**  
Location / Address: Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201

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### ***Bid Contents***

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

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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. 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.
- 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 period resulting from this Bid will have an initial term from June 15, 2006 through June 30, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** -- Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
  - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$50,000.00 will be expended from the automotive parts and accessories line item of the 2006 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
  - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an "as needed" basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **June 15, 2006 through June 30, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period at the rates and discounts stated on the Response Form.
  - 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 for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **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 termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** -- All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
  - 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
  - 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County's purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** -- Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the Response

Page from the noted manufacturer's current Blue Sheet Jobber's Published Price List.

- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers' special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes the Contractor shall provide two copies of updated prices lists before the new prices are effective. These shall be sent to the Heather Turner, CPPB, Senior Buyer, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, MO 65201.
- 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
- 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
- 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
- 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
- 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" is to be determined at the sole discretion of the county staff.
- 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.11. **The following submittals shall be included with Bidder's response:**
  - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
  - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
  - c) Contractor(s) shall provide current catalogs at time of award.
- 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201 or by faxing to (573) 886-4390.
- 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201.
- 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up,

clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.

- 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.17. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **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.

<b>4.</b>	<b>Response Form</b>
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) _____
4.6.2.	<b>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.6.3.	Authorized Representative (Sign By Hand):  Date: _____
4.6.4.	Print Name and Title of Authorized Representative  Date: _____
4.6.5.	Delivery Days After Receipt of Order: _____ Days
4.6.6.	After Hours Contact (if available) for Emergency Orders: Name: _____ Phone Number: _____
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid: _____ _____ _____
4.6.8.	Catalog Name: _____ Jobber +/- %: _____
4.6.9.	All other parts will be sold to the County at jobber +/- _____ %
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes _____ No _____
4.6.11.	<b>Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year</b>

**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>								
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995				
4.7.2.	LFP2285	IHC	DT530	2003				
4.7.3.	LFP9025	IHC	DT570	2005				
4.7.4.	PH820	Ford	4.6L	2001				
4.7.5.	PH44	Chevrolet	4.8L	2003				
4.7.6.	PH59	Chevrolet	4.8L	2001				
4.7.7.	LFP5757	JD	672CH	2002				
	<b>Fuel Filters</b>							
4.7.8.	L9684F	IHC	DT570	2005				
4.7.9.	LFF3349	IHC	DT530	2003				
4.7.10.	L3887F	JD	672CH	2002				
4.7.11.	L8138F	JD	672CH	2002				
4.7.12.	G6593	Ford	4.6L	2003				
4.7.13.	G481	Chevrolet	4.8L	2001				
4.7.14.	LP970-5							
	<b>Air Filters</b>							
4.7.15.	AF1032A	Ford	4.6L	2001				
4.7.16.	LAF9099	IHC	DT530	2003				
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005				
4.7.18.	LAF4498	JD	672CH	2003				
4.7.19.	LAF8274	JD	672CH	2003				
	<b>Hyd. Filters</b>							
4.7.20.	LFH8499							
4.7.21.	LFH4204							
4.7.22.	HF6833 (Fleetguard)							
4.7.23.	HF6840 (Fleetguard)							
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>							
	<b>Starting Circuit</b>							
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.25.	10461169	IHC	DT530	2003				
4.7.26.	10461171	IHC	DT570	2005				
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>							



<b>Brakes-Part I</b>								
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005				
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004				
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005				
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006				
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006				
<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006				
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006				
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>							
<b>Brakes-Part II (Heavy Truck)</b>								
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.36.	3710 (Balanced)	IHC	7400	2005				
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005				
<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke							
<b>Brake Shoe Kits w/Hardware</b>								
4.7.39.	4702DQ21 Q+	IHC	7400	2005				
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005				
<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005				
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005				
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005				

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005				
4.7.45.	MERITOR 2210 V 7537 (Rear)	IHC	7400	2005				
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>							
	<b>Windshield Wipers</b>							
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22							
4.7.48.	30-22							
4.7.49.	30-20							
4.7.50.	31-20							
4.7.51.	31-24							
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>							
	<b>Lamps (Wagner)</b>							
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024							
4.7.54.	H6054							
4.7.55.	H4651							
4.7.56.	4537							
4.7.57.	1157							
4.7.58.	1156							
4.7.59.	1157-NA							
4.7.60.	912							
4.7.61.	9007							
4.7.62.	9006							
4.7.63.	9005							
4.7.64.	3157-SA							
4.7.65.	4007							
4.7.66.	4157							
4.7.67.	4411							
	<b>Tail Light (Peterson)</b>							
4.7.68.	420R (Oval LED)							
4.7.69.	417R (Round LED)							
	<b>Marker Light</b>							
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	<b>Flood Lamp</b>							
	M526							
4.7.72.	<b>Strobe Light</b>							

4.7.73.	423SA-1				
4.7.74.	423SA-2				
4.7.75.	<b>SUB-TOTAL (Lamps)</b>				
	<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>				
	<b>Equipment</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.76.	Group 31 Screw-Top (925 CCA Min)				
4.7.77.	Group 31 Screw-Top (650 CCA Min)				
4.7.78.	Group 34 (800 CCA Min)				
4.7.79.	Group 65 (850 CCA Min)				
4.7.80.	Group 75 (630 CCA Min)				
4.7.81.	Group 4D (1400 CCA Min)				
4.7.82.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.83.					
4.7.84.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.85.					
4.7.86.	<b>SUB-TOTAL</b>				
	<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.87.					
4.7.88.	<b>SUB-TOTAL</b>				
	<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.89.					
4.7.90.	<b>SUB-TOTAL</b>				
	<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.91.					
4.7.92.	<b>SUB-TOTAL</b>				
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>				



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

### ***Standard Terms and Conditions***

**Heather Turner, CPPB, Senior Buyer**  
(573) 886-4392 - FAX (573) 886-4390

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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: 40-16MAY06 Automotive Parts and Accessories Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT FOR  
AUTOMOTIVE PARTS AND ACCESSORIES TERM & SUPPLY**

**THIS AGREEMENT** dated the 8 day of June 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **O'Reilly Automotive, Inc. d/b/a O'Reilly Auto Parts**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for the Automotive Parts & Accessories Term & Supply, bid number **40-16MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 10, 2006 and executed by Jeff Daniels, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on June 15, 2006 and extend through June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

- Items 4.7.28. - 4.7.34. Brakes-Part I
- Items 4.7.47. - 4.7.51. Windshield Wipers
- Items 4.7.76. - 4.7.80. Auto, Heavy Trucks, Equipment Batteries
- Item 4.7.83. Pre-Mix Winter De-Icer Type Washer Fluid
- Item 4.7.85. Pre-Mix Summer Washer Fluid
- Item 4.7.87. 3M Brake Cleaner
- Item 4.7.91. 3M Choke Cleaner

The Contractor agrees to provide the supplies listed above in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

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

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

County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

**O'REILLY AUTO PARTS**

by [Signature]  
title Bid Coordinator

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
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 the contract do not create in a measurable county obligation at this time.)

[Signature]  
Signature

6/5/06  
Date

2040/60200 – Term & Supply

Appropriation Account



P.O. Box 1156 ♣ 233 S. Patterson  
Springfield, MO 65801  
Phone (417)-862-3333  
[www.oreillyauto.com](http://www.oreillyauto.com)

To Whom It May Concern:

On behalf of O'Reilly Auto Parts I would like to say THANK YOU for allowing us to bid on your transportation needs. If you decide to choose O'Reilly Auto Parts as a supplier I want to make sure that your quoted discounts and prices are loaded into our computer system to assure a smooth purchasing process. To make sure this happens I would like to request that you send me an award notification notice. This can be done by mail, e-mail, fax, or phone call to my office in Springfield, Missouri. Please include information such as bid number, date, your agency name, and any special requirement of the bid. Upon receipt of this information, we will make sure that this information is loaded into our system and transmitted to the servicing store or stores immediately. My contact information is listed below.

Jeff Daniels  
Sales Department Bid & Pricing Coordinator  
P.O. Box 1156  
233 S. Patterson  
Springfield, MO 65801-1156

E-mail address: [jdaniels@oreillyauto.com](mailto:jdaniels@oreillyauto.com)

Fax: 417-874-7199

Phone: 417-862-2674 ext. 1667

If you have any questions, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Daniels', is written over a horizontal line.

Jeff Daniels  
O'Reilly Auto Parts

**RIGHT PART, RIGHT PRICE GUARANTEE!**



<b>4. Response Form</b>			
4.1.	Company Name:	O'Reilly Automotive Inc. dba O'Reilly Auto Parts	
4.2.	Address:	233 S. Patterson	
4.3.	City/Zip:	Springfield, MO 65802	
4.4.	Phone Number:	(417) 862-2674 x1667	
4.5.	Fax Number:	(800) 925-0899	
4.6.	Federal Tax ID:	44-0618012	
4.6.1.	<input checked="" type="checkbox"/> Corporation		
	<input type="checkbox"/> Partnership - Name		
	<input type="checkbox"/> Individual/Proprietorship - Individual Name		
	<input type="checkbox"/> Other (Specify)		
4.6.2.	<p><b>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.</p>		
4.6.3.	Authorized Representative (Sign By Hand):	Date: 5/10/06	
4.6.4.	Print Name and Title of Authorized Representative	Date: 5/10/06	
	Jeff Daniels, Bid Coordinator		
4.6.5.	Delivery Days After Receipt of Order:	1	Days
4.6.6.	After Hours Contact (if available) for Emergency Orders:		
	Name:	NA	
	Phone Number:		
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid:		
4.6.8.	Catalog Name:	O'Reilly Auto Parts	Jobber +/- %: 0-40%
4.6.9.	All other parts will be sold to the County at jobber +/- 0 to 40 %		
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4.6.11.	Maximum Percentage Increase for	7 % 2nd Year	12 % 3rd Year

**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>									
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>		<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	Wix	51748	1201-10/05	37.07	22.24
4.7.2.	LFP2285	IHC	DT530	2003	↓	51799	↓	26.27	15.76
4.7.3.	LFP9025	IHC	DT570	2005	↓	57707	↓		N/A
4.7.4.	PH820	Ford	4.6L	2001	↓	51372	↓	5.52	3.31
4.7.5.	PH44	Chevrolet	4.8L	2003	↓	51042	↓	5.88	3.53
4.7.6.	PH59	Chevrolet	4.8L	2001	↓	51522	↓	6.16	3.70
4.7.7.	LFP5757	JD	672CH	2002	↓	57243	↓	12.53	7.52
	<b>Fuel Filters</b>								
4.7.8.	L9684F	IHC	DT570	2005	Wix	33719	1201-10/05	19.77	11.86
4.7.9.	LFF3349	IHC	DT530	2003	↓	33403	↓	10.96	6.58
4.7.10.	L3887F	JD	672CH	2002	↓	33532	↓	17.73	10.64
4.7.11.	L8138F	JD	672CH	2002	↓	33536	↓	25.06	15.04
4.7.12.	G6593	Ford	4.6L	2003	↓	33595	↓	9.76	5.86
4.7.13.	G481	Chevrolet	4.8L	2001	↓	33481	↓	12.22	7.33
4.7.14.	LP970-5								
	<b>Air Filters</b>								
4.7.15.	AF1032A	Ford	4.6L	2001	Wix	46134	1201-10/05	7.72	4.63
4.7.16.	LAF9099	IHC	DT530	2003	↓	46370	↓	60.10	36.06
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005	↓	46678	↓	19.91	11.95
4.7.18.	LAF4498	JD	672CH	2003	↓	46744	↓	41.94	25.16
4.7.19.	LAF8274	JD	672CH	2003	↓	46782	↓	35.33	21.20
	<b>Hyd. Filters</b>								
4.7.20.	LFH8499				Wix	57602	1201-10/05	63.71	38.23
4.7.21.	LFH4204					51407	↓	11.55	6.93
4.7.22.	HF6833 (Fleetguard)					51616	↓	54.87	32.92
4.7.23.	HF6840 (Fleetguard)								N/A
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>							484.06	290.45
	<b>Starting Circuit</b>								
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>		<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.25.	10461169	IHC	DT530	2003	Dixie T	\$1606	DEX-ALL	277.33	249.60
4.7.26.	10461171	IHC	DT570	2005	↓	T\$1652	↓	318.92	287.03
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>							596.25	536.63

<b>Brakes-Part I</b>								
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005	Wagner MX931	FR2306	52.29	39.22
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004	PD932	↓	43.78	36.59
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005	PD1040A		51.61	38.71
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006				N/A
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006				N/A
<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006	Wagner BD125785	WAG-05	65.44	42.54
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006	BD125786	↓	63.28	28.88
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>						281.40	185.94
<b>Brakes-Part II (Heavy Truck)</b>								
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.36.	3710 (Balanced)	IHC	7400	2005				N/A
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005	Tymca 65719	TYM-00	90.58	81.52
<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke							N/A
<b>Brake Shoe Kits w/Hardware</b>								
4.7.39.	4702DQ21 Q+	IHC	7400	2005	Bendix RK4702DQ21PSK	BEN-01	47.08	42.37
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005	RK4707DQ23HD	↓	56.59	50.93
<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005				N/A
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005				N/A
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005				N/A

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005				N/A
4.7.45.	MERITOR 2210 V 7537 (Rear)	IHC	7400	2005				N/A
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>						194.25	174.82
<b>Windshield Wipers</b>								
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22				Anco 31-22	ANC-00	6.84	4.74
4.7.48.	30-22				↓ 30-22	↓	8.94	7.15
4.7.49.	30-20				↓ 30-20	↓	7.93	6.34
4.7.50.	31-20				↓ 31-20	↓	6.18	4.74
4.7.51.	31-24				↓ 31-24	↓	7.11	5.69
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>						37.00	28.66
<b>Lamps (Wagner)</b>								
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024				Wagner H6024	A-17	10.04	6.02
4.7.54.	H6054				H6054	↓	11.39	6.83
4.7.55.	H4651				H4651	↓	5.91	3.55
4.7.56.	4537				4537	↓	12.11	7.27
4.7.57.	1157				1157	↓	.32	.19
4.7.58.	1156				1156	↓	.64	.38
4.7.59.	1157-NA				1157NA	↓	1.43	.86
4.7.60.	912				912	↓	.80	.48
4.7.61.	9007				9007	↓	7.14	4.28
4.7.62.	9006				9006	↓	7.14	4.28
4.7.63.	9005				9005	↓	7.14	4.28
4.7.64.	3157-SA				3157	↓	.90	.54
4.7.65.	4007				4007	↓	13.98	8.39
4.7.66.	4157				4157LL	↓	3.08	1.23
4.7.67.	4411				4411	↓	6.79	4.07
<b>Tail Light (Peterson)</b>								
4.7.68.	420R (Oval LED)				PM M420R	J-02	55.65	50.09
4.7.69.	417R (Round LED)				M417R	+	49.89	44.90
<b>Marker Light</b>								
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)				PM V162KR	J-02	12.00	15.99
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)				V162KA	+	12.00	10.80
<b>Flood Lamp</b>								
	M526				PM M526	J-02	12.96	11.66
4.7.72.	<b>Strobe Light</b>							

4.7.73.	423SA-1	PM 423SA-1	J-02	71.29	64.16
4.7.74.	423SA-2	423SA-2	↓	71.29	64.16
4.7.75.	<b>SUB-TOTAL (Lamps)</b>			373.89	314.41
<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>					
	<b>Equipment</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.76.	Group 31 Screw-Top (925 CCA Min)	Super Start by East Penn	31-ST	SSB-HD	62.43
4.7.77.	Group 31 Screw-Top (650 CCA Min)		31-4T	↓	51.17
4.7.78.	Group 34 (800 CCA Min)		34/78EXTN	SSB-LD	71.98
4.7.79.	Group 65 (850 CCA Min)		65-60	↓	57.59
4.7.80.	Group 75 (630 CCA Min)		75/86-72	↓	57.59
4.7.81.	Group 4D (1400 CCA Min)				No BID
4.7.82.	<b>SUB-TOTAL</b>			1800.76	267.00
<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>					
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.83.		Turtle Wax	Liquid Five	NA	2.99
4.7.84.	<b>SUB-TOTAL</b>			2.99	2.99
<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>					
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.85.				NA	1.29
4.7.86.	<b>SUB-TOTAL</b>			1.29	1.29
	<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.87.			3M 8880	3M-00	2.10
4.7.88.	<b>SUB-TOTAL</b>			2.10	1.79
	<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.89.			PBBlaster PB16	NA	4.29
4.7.90.	<b>SUB-TOTAL</b>			4.29	3.99
	<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.91.			3M 8866	3M-00	3.06
4.7.92.	<b>SUB-TOTAL</b>			3.06	2.60
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>			1685.09	1273.94



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

## **Request for Bid (Bid)**

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

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### ***Bid Data***

Bid Number: **40-16MAY06**  
Commodity Title: **Automotive Parts and Accessories Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY, MAY 16, 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 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **TUESDAY, MAY 16, 2006**  
Time: **10:30 A.M.**  
Location / Address: Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201

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### ***Bid Contents***

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

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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. 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.
- 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 period resulting from this Bid will have an initial term from June 15, 2006 through June 30, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

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**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$50,000.00 will be expended from the automotive parts and accessories line item of the 2006 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **June 15, 2006 through June 30, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period at the rates and discounts stated on the Response Form.
- 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 for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **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 termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the Response



Page from the noted manufacturer's current Blue Sheet Jobber's Published Price List.

- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers' special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes the Contractor shall provide two copies of updated prices lists before the new prices are effective. These shall be sent to the Heather Turner, CPPB, Senior Buyer, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, MO 65201.
- 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
- 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
- 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
- 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
- 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" is to be determined at the sole discretion of the county staff.
- 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.11. **The following submittals shall be included with Bidder's response:**
  - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
  - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
  - c) Contractor(s) shall provide current catalogs at time of award.
- 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201 or by faxing to (573) 886-4390.
- 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201.
- 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up,

clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.

- 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.17. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **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.

<b>4.</b>	<b>Response Form</b>
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.	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership - Name _____ <input type="checkbox"/> Individual/Proprietorship - Individual Name _____ <input type="checkbox"/> Other (Specify) _____
4.6.2.	<b><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 all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u></b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.6.3.	Authorized Representative (Sign By Hand): _____ <div style="text-align: right;">Date: _____</div>
4.6.4.	Print Name and Title of Authorized Representative _____ <div style="text-align: right;">Date: _____</div>
4.6.5.	Delivery Days After Receipt of Order: _____ Days
4.6.6.	After Hours Contact (if available) for Emergency Orders: Name: _____ Phone Number: _____
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid: _____ _____ _____
4.6.8.	Catalog Name: _____ Jobber +/- %: _____
4.6.9.	All other parts will be sold to the County at jobber +/- _____ %
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes _____ No _____
4.6.11.	<b>Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year</b>

**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>								
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995				
4.7.2.	LFP2285	IHC	DT530	2003				
4.7.3.	LFP9025	IHC	DT570	2005				
4.7.4.	PH820	Ford	4.6L	2001				
4.7.5.	PH44	Chevrolet	4.8L	2003				
4.7.6.	PH59	Chevrolet	4.8L	2001				
4.7.7.	LFP5757	JD	672CH	2002				
	<b>Fuel Filters</b>							
4.7.8.	L9684F	IHC	DT570	2005				
4.7.9.	LFF3349	IHC	DT530	2003				
4.7.10.	L3887F	JD	672CH	2002				
4.7.11.	L8138F	JD	672CH	2002				
4.7.12.	G6593	Ford	4.6L	2003				
4.7.13.	G481	Chevrolet	4.8L	2001				
4.7.14.	LP970-5							
	<b>Air Filters</b>							
4.7.15.	AF1032A	Ford	4.6L	2001				
4.7.16.	LAF9099	IHC	DT530	2003				
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005				
4.7.18.	LAF4498	JD	672CH	2003				
4.7.19.	LAF8274	JD	672CH	2003				
	<b>Hyd. Filters</b>							
4.7.20.	LFH8499							
4.7.21.	LFH4204							
4.7.22.	HF6833 (Fleetguard)							
4.7.23.	HF6840 (Fleetguard)							
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>							
	<b>Starting Circuit</b>							
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.25.	10461169	IHC	DT530	2003				
4.7.26.	10461171	IHC	DT570	2005				
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>							

<b>brakes-Part I</b>								
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005				
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004				
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005				
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006				
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006				
<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006				
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006				
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>							
<b>Brakes-Part II (Heavy Truck)</b>								
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.36.	3710 (Balanced)	IHC	7400	2005				
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005				
<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke							
<b>Brake Shoe Kits w/Hardware</b>								
4.7.39.	4702DQ21 Q+	IHC	7400	2005				
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005				
<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005				
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005				
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005				

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005				
4.7.45.	MERITOR 2210 V 7537 (Rear)	IHC	7400	2005				
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>							
	<b>Windshield Wipers</b>							
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22							
4.7.48.	30-22							
4.7.49.	30-20							
4.7.50.	31-20							
4.7.51.	31-24							
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>							
	<b>Lamps (Wagner)</b>							
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024							
4.7.54.	H6054							
4.7.55.	H4651							
4.7.56.	4537							
4.7.57.	1157							
4.7.58.	1156							
4.7.59.	1157-NA							
4.7.60.	912							
4.7.61.	9007							
4.7.62.	9006							
4.7.63.	9005							
4.7.64.	3157-SA							
4.7.65.	4007							
4.7.66.	4157							
4.7.67.	4411							
	<b>Tail Light (Peterson)</b>							
4.7.68.	420R (Oval LED)							
4.7.69.	417R (Round LED)							
	<b>Marker Light</b>							
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	<b>Flood Lamp</b>							
	M526							
4.7.72.	<b>Strobe Light</b>							

4.7.73.	423SA-1						
4.7.74.	423SA-2						
4.7.75.	<b>SUB-TOTAL (Lamps)</b>						
	<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>						
	<b>Equipment</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.76.	Group 31 Screw-Top (925 CCA Min)						
4.7.77.	Group 31 Screw-Top (650 CCA Min)						
4.7.78.	Group 34 (800 CCA Min)						
4.7.79.	Group 65 (850 CCA Min)						
4.7.80.	Group 75 (630 CCA Min)						
4.7.81.	Group 4D (1400 CCA Min)						
4.7.82.	<b>SUB-TOTAL</b>						
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>						
	<b>Washer Fluid</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.83.							
4.7.84.	<b>SUB-TOTAL</b>						
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>						
	<b>Washer Fluid</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.85.							
4.7.86.	<b>SUB-TOTAL</b>						
	<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.87.							
4.7.88.	<b>SUB-TOTAL</b>						
	<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.89.							
4.7.90.	<b>SUB-TOTAL</b>						
	<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.91.							
4.7.92.	<b>SUB-TOTAL</b>						
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>						





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

## ***Standard Terms and Conditions***

**Heather Turner, CPPB, Senior Buyer**  
(573) 886-4392 - FAX (573) 886-4390

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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

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**“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: 40-16MAY06 Automotive Parts and Accessories Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT FOR  
AUTOMOTIVE PARTS AND ACCESSORIES TERM & SUPPLY**

**THIS AGREEMENT** dated the 8 day of June 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **New Haven Filter Co.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for the Automotive Parts & Accessories Term & Supply, bid number **40-16MAY06** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated May 12, 2006 and executed by Kirby Menke, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on June 15, 2006 and extend through June 30, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two (2) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

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

- Items 4.7.1. – 4.7.23. Oil Filters, Fuel Filters, Air Filters
- Item 4.7.89. Penetrating Catalyst (PB Blaster)

The Contractor agrees to provide the supplies listed above in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the supplies per the bid specifications and within two days after receipt of order.

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

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

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

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

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

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

**NEW HAVEN FILTER CO.**

by *Kelly Mueh*  
title *Salesman*

**BOONE COUNTY, MISSOURI**

by *Keith Schnarre*  
Boone County Commission  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

*[Signature]*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

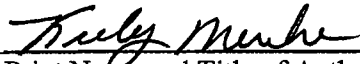
In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county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

2040/60200 - Term & Supply

*Jane E. Pitchford*  
Signature

*6/5/06*  
Date

Appropriation Account

<b>4.</b>	<b>Response Form</b>		
4.1.	Company Name:	NEW HAVEN FILTER Co	
4.2.	Address:	PO Box 16	
4.3.	City/Zip:	NEW HAVEN MO 63068	
4.4.	Phone Number:	573 237 3081 800 392 0934	
4.5.	Fax Number:	573 237 3083	
4.6.	Federal Tax ID:	43-1111669	
4.6.1.	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership - Name _____ <input type="checkbox"/> Individual/Proprietorship - Individual Name _____ <input type="checkbox"/> Other (Specify) _____		
4.6.2.	<p><b>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.</p>		
4.6.3.	Authorized Representative (Sign By Hand):	 Date: 5/12/06	
4.6.4.	Print Name and Title of Authorized Representative	Kirby Menke SALESMAN Date: 5/12/06	
4.6.5.	Delivery Days After Receipt of Order:	2	Days
4.6.6.	After Hours Contact (if available) for Emergency Orders:		
	Name:	KIRBY MENKE	
	Phone Number:	314 805 0213	
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid:		
	_____		
4.6.8.	Catalog Name:	LUBER FINER	Jobber +/- %: -59%
4.6.9.	All other parts will be sold to the County at jobber +/- _____ %		
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4.6.11.	Maximum Percentage Increase for	5	% 2nd Year 5 % 3rd Year

**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>									
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995	LUBER FINER		31.89	13.07	
4.7.2.	LFP2285	IHC	DT530	2003			22.83	9.36	
4.7.3.	LFP9025	IHC	DT570	2005			43.23	17.72	
4.7.4.	PH820	Ford	4.6L	2001			5.50	2.26	
4.7.5.	PH44	Chevrolet	4.8L	2003			6.91	2.83	
4.7.6.	PH59	Chevrolet	4.8L	2001			6.18	2.53	
4.7.7.	LFP5757	JD	672CH	2002			12.03	4.93	
	<b>Fuel Filters</b>								
4.7.8.	L9684F	IHC	DT570	2005			16.47	6.75	
4.7.9.	LFF3349	IHC	DT530	2003			9.68	3.97	
4.7.10.	L3887F	JD	672CH	2002			19.19	7.87	
4.7.11.	L8138F	JD	672CH	2002			28.82	11.82	
4.7.12.	G6593	Ford	4.6L	2003			9.96	4.08	
4.7.13.	G481	Chevrolet	4.8L	2001			11.55	4.74	
4.7.14.	LP970-5						37.36	15.32	
	<b>Air Filters</b>								
4.7.15.	AF1032A	Ford	4.6L	2001			8.37	3.43	
4.7.16.	LAF9099	IHC	DT530	2003			55.95	22.94	
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005			10.25	4.20	
4.7.18.	LAF4498	JD	672CH	2003			39.64	16.25	
4.7.19.	LAF8274	JD	672CH	2003			52.79	21.64	
	<b>Hyd. Filters</b>								
4.7.20.	LFH8499						64.89	26.60	
4.7.21.	LFH4204						11.46	4.70	
4.7.22.	HF6833 (Fleetguard)				FLEETGUARD		42.44	35.35	
4.7.23.	HF6840 (Fleetguard)						62.13	58.68	
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>								
	<b>Starting Circuit</b>								
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>	
4.7.25.	10461169	IHC	DT530	2003					
4.7.26.	10461171	IHC	DT570	2005					
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>								

<b>Brakes-Part I</b>								
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005				
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004				
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005				
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006				
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006				
<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006				
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006				
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>							
<b>Brakes-Part II (Heavy Truck)</b>								
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.36.	3710 (Balanced)	IHC	7400	2005				
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005				
<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke							
<b>Brake Shoe Kits w/Hardware</b>								
4.7.39.	4702DQ21 Q+	IHC	7400	2005				
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005				
<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005				
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005				
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005				

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005				
4.7.45.	MERITOR 2210 V 7537 (Rear)	IHC	7400	2005				
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>							
	<b>Windshield Wipers</b>							
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22				ANCO		6.96	5.18
4.7.48.	30-22				↓		8.88	7.88
4.7.49.	30-20				↓		8.88	7.88
4.7.50.	31-20				↓		6.96	5.18
4.7.51.	31-24				↓		7.53	5.86
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>							
	<b>Lamps (Wagner)</b>							
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024							
4.7.54.	H6054							
4.7.55.	H4651							
4.7.56.	4537							
4.7.57.	1157							
4.7.58.	1156							
4.7.59.	1157-NA							
4.7.60.	912							
4.7.61.	9007							
4.7.62.	9006							
4.7.63.	9005							
4.7.64.	3157-SA							
4.7.65.	4007							
4.7.66.	4157							
4.7.67.	4411							
	<b>Tail Light (Peterson)</b>							
4.7.68.	420R (Oval LED)							
4.7.69.	417R (Round LED)							
	<b>Marker Light</b>							
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	<b>Flood Lamp</b>							
	M526							
4.7.72.	<b>Strobe Light</b>							



4.7.73.	423SA-1				
4.7.74.	423SA-2				
4.7.75.	<b>SUB-TOTAL (Lamps)</b>				
	<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>				
	<b>Equipment</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.76.	Group 31 Screw-Top (925 CCA Min)				<b>Net Cost</b>
4.7.77.	Group 31 Screw-Top (650 CCA Min)				
4.7.78.	Group 34 (800 CCA Min)				
4.7.79.	Group 65 (850 CCA Min)				
4.7.80.	Group 75 (630 CCA Min)				
4.7.81.	Group 4D (1400 CCA Min)				
4.7.82.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.83.					<b>Net Cost</b>
4.7.84.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.85.					<b>Net Cost</b>
4.7.86.	<b>SUB-TOTAL</b>				
	<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.87.					<b>Net Cost</b>
4.7.88.	<b>SUB-TOTAL</b>				
	<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.89.			PB Blaster		3.09
4.7.90.	<b>SUB-TOTAL</b>				
	<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.91.					<b>Net Cost</b>
4.7.92.	<b>SUB-TOTAL</b>				
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>				



## **Request for Bid (Bid)**

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

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

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### ***Bid Data***

Bid Number: **40-16MAY06**  
Commodity Title: **Automotive Parts and Accessories Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **TUESDAY, MAY 16, 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 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **TUESDAY, MAY 16, 2006**  
Time: **10:30 A.M.**  
Location / Address: Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201

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### ***Bid Contents***

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

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
  - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
  - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
  - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. 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. 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.
- 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 period resulting from this Bid will have an initial term from June 15, 2006 through June 30, 2007, and may be automatically renewed for an additional two (2) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Automotive Parts and Accessories** on an *as needed* basis as detailed in the following specifications.
- 2.1.1. **Estimated Quantity** - The County estimates that approximately \$50,000.00 will be expended from the automotive parts and accessories line item of the 2006 Boone County Budget. The County anticipates a multi-vendor contract award for these products and cannot provide a minimum guaranteed quantity. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **June 15, 2006 through June 30, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period at the rates and discounts stated on the Response Form.
- 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 for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **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 termination if it is deemed to be in the best interest of Boone County.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.5.2. All prices quoted must be prices for new merchandise, free from defects.
- 2.6. **Standard Automotive Parts and Accessories** - Section 4.7. on the *Response Form* lists standard automotive parts and accessories the County has identified as standard items to be purchased from this contract(s). The County’s purchases will not be limited to this list. Bidders shall price each item listed. Prices shall be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third renewal periods for these items.
- 2.7. **Catalog Discount Items** – Bidder must state jobber cost plus or minus percentage on all parts on the *Response Page*. Percentage discounts offered will remain firm for the duration of the contract and will apply to all parts sold to the County. Other items not specifically indicated, for which bidder may be distributor, will be supplied less the percentage discount noted on the Response

Page from the noted manufacturer's current Blue Sheet Jobber's Published Price List.

- 2.7.1. In addition to discounts offered in this bid, the Contractor shall pass on all manufacturers' special discounts or programs. If prices decline, or should the Contractor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to any one else at prices below those quoted to the County, such lower prices shall be immediately extended to the County. Such changes may be made retroactive if appropriate.
- 2.7.2. When the manufacturer's price list changes the Contractor shall provide two copies of updated prices lists before the new prices are effective. These shall be sent to the Heather Turner, CPPB, Senior Buyer, Boone County Purchasing, 601 E. Walnut, Room 209, Columbia, MO 65201.
- 2.7.3. It will be the Contractor's responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
- 2.7.4. Any alterations in manufacturers' price list by individual Bidders may be basis for voiding the entire offer of such Bidder.
- 2.7.5. Prices shall include packaging, delivery, and all other costs associated with completing each order. No additional costs of any kind may be added to the bid prices.
- 2.7.6. Periodically, during the contract period, various Contractor invoice prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7.7. Price increases will only be allowed when the Contractor can prove, by published price lists, that manufacturer's prices have increased. Price increases may not be retroactive. In no circumstance may the jobber plus or minus percentage rate change.
- 2.8. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of "equal or better" is to be determined at the sole discretion of the county staff.
- 2.9. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.10. **Warranty** – The Contractor shall furnish factory warranties on all parts furnished against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.11. **The following submittals shall be included with Bidder's response:**
  - a) Jobber sheets for each manufacturer offered. Any alterations in manufacturer's price list by individual Bidders may be basis for voiding the entire offer of such Bidder. Failure to submit price lists may result in rejection of bid.
  - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
  - c) Contractor(s) shall provide current catalogs at time of award.
- 2.12. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.12.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201 or by faxing to (573) 886-4390.
- 2.13. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Bi-weekly stock orders **MUST BE DELIVERED** to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201.
- 2.14. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.15. **PAYMENT TERMS** - All billing shall be invoiced to the County department placing the order and billings may only include the prices listed in the vendor's bid response. No fees for set up,

clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.

- 2.16. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.17. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
  - 3.2.1. **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.

<b>4.</b>	<b>Response Form</b>
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) _____
4.6.2.	<b>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</b> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.6.3.	Authorized Representative (Sign By Hand):  _____ Date: _____
4.6.4.	Print Name and Title of Authorized Representative  _____ Date: _____
4.6.5.	Delivery Days After Receipt of Order: _____ Days
4.6.6.	After Hours Contact (if available) for Emergency Orders:  Name: _____  Phone Number: _____
4.6.7.	Describe Return Policy if Different from Requirements Stated in Bid:  _____  _____
4.6.8.	Catalog Name: _____ Jobber +/- %: _____
4.6.9.	All other parts will be sold to the County at jobber +/- _____ %
4.6.10.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No
4.6.11.	Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year



**4.7. PRICING-STANDARD AUTOMOTIVE PARTS AND ACCESSORIES**

<b>Oil Filters, Fuel Filters, Air Filters (Luberfiner is current brand unless otherwise noted)</b>								
	<b>Oil Filters</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.1.	LFP3000	Cummins	8.3L C-Series	1995				
4.7.2.	LFP2285	IHC	DT530	2003				
4.7.3.	LFP9025	IHC	DT570	2005				
4.7.4.	PH820	Ford	4.6L	2001				
4.7.5.	PH44	Chevrolet	4.8L	2003				
4.7.6.	PH59	Chevrolet	4.8L	2001				
4.7.7.	LFP5757	JD	672CH	2002				
	<b>Fuel Filters</b>							
4.7.8.	L9684F	IHC	DT570	2005				
4.7.9.	LFF3349	IHC	DT530	2003				
4.7.10.	L3887F	JD	672CH	2002				
4.7.11.	L8138F	JD	672CH	2002				
4.7.12.	G6593	Ford	4.6L	2003				
4.7.13.	G481	Chevrolet	4.8L	2001				
4.7.14.	LP970-5							
	<b>Air Filters</b>							
4.7.15.	AF1032A	Ford	4.6L	2001				
4.7.16.	LAF9099	IHC	DT530	2003				
4.7.17.	LAF1520	Chevrolet	6.6L Duramax	2005				
4.7.18.	LAF4498	JD	672CH	2003				
4.7.19.	LAF8274	JD	672CH	2003				
	<b>Hyd. Filters</b>							
4.7.20.	LFH8499							
4.7.21.	LFH4204							
4.7.22.	HF6833 (Fleetguard)							
4.7.23.	HF6840 (Fleetguard)							
4.7.24.	<b>SUB-TOTAL (Oil Filters, Fuel Filters, Air Filters)</b>							
	<b>Starting Circuit</b>							
	<b>Truck Starter (Delco Remanufactured)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.25.	10461169	IHC	DT530	2003				
4.7.26.	10461171	IHC	DT570	2005				
4.7.27.	<b>SUB-TOTAL (Starting Circuit)</b>							

<b>brakes-Part I</b>								
	<b>Brake Shoes/Pads (Wagner)</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.28.	MX931(Front)	Ford	Crown Vic 4.6L	2004-2005				
4.7.29.	PD932(Rear)	Ford	Crown Vic 4.6L	2004				
4.7.30.	PD1040A(Rear)	Ford	Crown Vic 4.6L	2005				
4.7.31.	6W7Z-2001A(Front)	Ford	Crown Vic 4.6L	2006				
4.7.32.	6W1Z-2200AA(Rear)	Ford	Crown Vic 4.6L	2006				
<b>Rotors/Drums (Wagner)</b>								
4.7.33.	BD125785(Front)	Ford	Crown Vic 4.6L	2004-2006				
4.7.34.	BD125786(Rear)	Ford	Crown Vic 4.6L	2004-2006				
4.7.35.	<b>SUB-TOTAL (Brakes-Part I)</b>							
<b>Brakes-Part II (Heavy Truck)</b>								
	<b>Drums</b>	<b>Manufacturer</b>	<b>Vehicle App</b>	<b>Year</b>	<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.36.	3710 (Balanced)	IHC	7400	2005				
4.7.37.	3600AX (Balanced) (Qty 16/order)	IHC	7400	2005				
<b>Air Brake Chambers/Spring Brake MGM (OEM)</b>								
4.7.38.	Type 30-30 Long Stroke w/Yoke							
<b>Brake Shoe Kits w/Hardware</b>								
4.7.39.	4702DQ21 Q+	IHC	7400	2005				
4.7.40.	4707DQ23 Q+ (Qty 16/order)	IHC	7400	2005				
<b>Brake S-Cam</b>								
4.7.41.	IHC 590717C1 (Front RH)	IHC	7400	2005				
4.7.42.	IHC 590718C1 (Front LH)	IHC	7400	2005				
4.7.43.	MERITOR 8042 Bushing Kit	IHC	7400	2005				

4.7.44.	MERITOR 2210 V 7536 (Rear)	IHC	7400	2005				
4.7.45.	MERITOR 2210 V 7537 (Rear)	IHC	7400	2005				
4.7.46.	<b>SUB-TOTAL (Brakes-Part II Heavy Truck)</b>							
	<b>Windshield Wipers</b>							
	<b>Refills (Anco)</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.47.	31-22							
4.7.48.	30-22							
4.7.49.	30-20							
4.7.50.	31-20							
4.7.51.	31-24							
4.7.52.	<b>SUB-TOTAL (Windshield Wipers)</b>							
	<b>Lamps (Wagner)</b>							
	<b>Lamps</b>				<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>	<b>Net Cost</b>
4.7.53.	H6024							
4.7.54.	H6054							
4.7.55.	H4651							
4.7.56.	4537							
4.7.57.	1157							
4.7.58.	1156							
4.7.59.	1157-NA							
4.7.60.	912							
4.7.61.	9007							
4.7.62.	9006							
4.7.63.	9005							
4.7.64.	3157-SA							
4.7.65.	4007							
4.7.66.	4157							
4.7.67.	4411							
	<b>Tail Light (Peterson)</b>							
4.7.68.	420R (Oval LED)							
4.7.69.	417R (Round LED)							
	<b>Marker Light</b>							
4.7.70.	V162KR (Round 2 1/2" LED w/Plug & Grommet)							
4.7.71.	V162KA (Round 2 1/2" LED w/Plug & Grommet)							
	<b>Flood Lamp</b>							
	M526							
4.7.72.	<b>Strobe Light</b>							

4.7.73.	4z3SA-1				
4.7.74.	423SA-2				
4.7.75.	<b>SUB-TOTAL (Lamps)</b>				
	<b>Auto, Heavy Trucks, Equipment Batteries (Must provide battery storage rack)</b>				
	<b>Equipment</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.76.	Group 31 Screw-Top (925 CCA Min)				
4.7.77.	Group 31 Screw-Top (650 CCA Min)				
4.7.78.	Group 34 (800 CCA Min)				
4.7.79.	Group 65 (850 CCA Min)				
4.7.80.	Group 75 (630 CCA Min)				
4.7.81.	Group 4D (1400 CCA Min)				
4.7.82.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Winter De-Icer Type</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.83.					
4.7.84.	<b>SUB-TOTAL</b>				
	<b>Windshield Washer/Antifreeze Solvent (per gallon) Pre-Mix-Summer</b>				
	<b>Washer Fluid</b>		<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.85.					
4.7.86.	<b>SUB-TOTAL</b>				
	<b>Brake Cleaner 3M (per 14 oz. can minimum)</b>				
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.87.					
4.7.88.	<b>SUB-TOTAL</b>				
	<b>Penetrating Catalyst (PB Blaster) 12 oz. can minimum</b>				
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.89.					
4.7.90.	<b>SUB-TOTAL</b>				
	<b>Choke Cleaner 3M (per 14 oz. can minimum)</b>				
			<b>Mfg. Name</b>	<b>Price List ID</b>	<b>Price</b>
4.7.91.					
4.7.92.	<b>SUB-TOTAL</b>				
4.8.	<b>GRAND TOTAL ALL SUPPLIES (4.7.24+4.7.27+4.7.35+4.7.46+4.7.52+4.7.75+4.7.82+4.7.84+4.7.86+4.7.88+4.7.90+4.7.92)</b>				



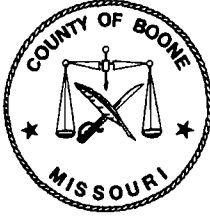
**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

## ***Standard Terms and Conditions***

**Heather Turner, CPPB, Senior Buyer**  
(573) 886-4392 - FAX (573) 886-4390

---

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for 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: 40-16MAY06 Automotive Parts and Accessories Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

8<sup>th</sup>

day of June

20 06

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

Now on this day the County Commission of the County of Boone does hereby approve the proposal for Consultant Services with Engineering Surveys and Services for the Georgetown Subdivision Pavement/Drainage Improvements. It is further ordered that the acting Presiding Commissioner be hereby authorized to sign said agreement.

Done this 8<sup>th</sup> day of June 2006.

Absent  
Keith Schnarre  
Presiding Commissioner

ATTEST:

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

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 8 day of June, 2006, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: Engineering Surveys and Services

Project/Work Description: Georgetown Subdivision Pavement/Drainage Improvements

Proposal Description: See attached Proposal dated June 5, 2006 from Benjamin Ross to David Mink.

Modifications to Proposal: Fees and expenses shall not exceed \$16,000.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**CONSULTANT**

By \_\_\_\_\_  
Title \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney

**APPROVED:**

David Mink  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By Gene M. Miller  
Acting Presiding Commissioner

Dated: June 8 2006

**ATTEST:**

Wendy S. Noren  
County Clerk

**CERTIFICATION:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June E. Richmond 6/5/06  
Auditor by Date



# Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors  
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG  
David A. Bennett, PE  
Timothy J. Reed, PLS  
Morton L. Ratliff, PLS  
Bruce A. Dawson, PE  
Richard J. Rolsing, PE

Randall A. Lee, PE, RG  
Timothy J. O' Connor, PE  
Benjamin A. Ross, PE, PTOE  
Clifford S. Jarvis, PE  
Chad M. Ferguson, PE, RG  
Zachary K. Thomas, PE

June 5, 2006

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499  
E-Mail [ess@ess-inc.com](mailto:ess@ess-inc.com)  
<http://www.ess-inc.com>

Mr. David Mink, P.E.  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Professional Services Proposal  
Georgetown Subdivision Pavement  
Drainage Improvements  
Boone County, Missouri

Dear Mr. Mink:

Thank you for the opportunity to submit this proposal for design work on the referenced project. We look forward to continuing to assist the Boone County Public Works Department make improvements to the drainage in this neighborhood.

We understand the scope of this project to include replacing deteriorating Type A curb inlets that were identified by Boone County Public Works with Type M inlets or new Type A inlets. The street addresses adjacent to these inlets are:

1408 Waterford Drive  
1409 Waterford Drive  
1409 East Lexington Circle  
1412 East Lexington Circle  
1517 East Lexington Circle  
1508 West Lexington Circle  
1605 Lexington Circle  
1412 Georgetown Loop

1413 Georgetown Loop  
1416 Georgetown Loop  
1423 Georgetown Loop  
1306 Millbrook Court  
4605 Georgetown Drive  
1504 West Lexington Circle  
1505 West Lexington Circle

The drainage pipes at these locations will be evaluated and replaced on a case by case basis. We will perform a topographic survey of each location to collect underground utility and storm sewer pipe flowline information. The new inlets will be designed based on the tributary area to each inlet in accordance with current county storm water drainage standards. Construction documents will be prepared for bidding purposes. A complete boundary survey of each adjacent lot is not included in this scope of work. We understand Columbia Water & Light will design any water line relocations required by this project.

Our fee for this service shall not exceed \$16,000. Final billing will be from the attached hourly fee schedule on a time expended basis. We are prepared to begin work on this project immediately upon receipt of your notice to proceed and anticipate completing final construction documents within 60 days thereafter.

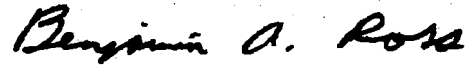
Other Offices  
Jefferson City, Missouri • Sedalia, Missouri

*Engineering Surveys and Services*

Mr. Mink  
June 5, 2006  
Page 2

Please contact me if you have any questions concerning this proposal or if you need additional information. Once again, we look forward to working with Boone County Public Works.

Sincerely,



Benjamin A. Ross, P.E., PTOE

enclosure

# Engineering Surveys and Services

Consulting Engineers, Geologists, and Land Surveyors  
Analytical and Materials Laboratories

Larry L. Hendren, PE, RG  
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Benjamin A. Ross, PE  
Clifford S. Jarvis, PE  
Chad M. Ferguson, PE, RG

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499  
E-Mail [ess@ess-inc.com](mailto:ess@ess-inc.com)  
<http://www.ess-inc.com>

## HOURLY FEE SCHEDULE

January 1, 2006

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$100.00/hour
Registered Professional Engineer	\$ 85.00-90.00/hour
Registered Professional Land Surveyor	\$ 80.00-90.00/hour
Registered Geologist	\$ 80.00/hour
Project Surveyor	\$ 70.00-75.00/hour
Engineer In Training	\$ 60.00-75.00/hour
Engineering Technician	\$ 38.00-48.00/hour
CAD Operator	\$ 42.00-50.00/hour
Secretary	\$ 40.00-45.00/hour
2 Man Field Crew	\$130.00-170.00/hour
3 Man Field Crew	\$140.00-210.00/hour
Computer	\$ 50.00/hour
EDM Equipment	\$100.00/day
Global Positioning System Equipment	\$200.00/day
Drill Rig	\$ 85.00-\$150.00/hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.45/mile

### NOTES

1. The exact rate for field crew depends upon the composition of the crew involved.
2. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
3. Overtime charges at 1.4 times above rates.

### Other Offices

Jefferson City, Missouri • Sedalia, Missouri

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the

8<sup>th</sup>

day of June

20 06

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

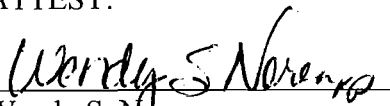
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment


Department Account/ Title	Amount of Increase
6200-60110 Major Building Repairs/Replacement	\$12,779.00

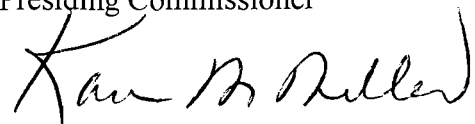
For AC Project in the IT Department

Done this 8<sup>th</sup> day of June 2006.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8<sup>th</sup> day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby authorized a closed session on June 8, 2006 **immediately following the commission meeting.** The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Done this 8<sup>th</sup> day of June 2006.

*Absent*

Keith Schnarre  
Presiding Commissioner

ATTEST:

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

*Karen M. Miller*

Karen M. Miller  
District I Commissioner

*Skip Elkin*

Skip Elkin  
District II Commissioner

Start effective: June 8, 2006

Expires: June 8, 2007

238-2006

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

*Provider*

# Boone County Commission

*4-28-2009*

*Appointment*

## BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Mental Health Board of Trustees Term: 5/14/2006

Current Township: Bourbon Today's Date: 5/14/2006

Name: Jeanette Parker

Home Address: 6111 E Claysville Road Zip Code: 65039

Business Address: 600 E. 5th Street, ms 400 Zip Code: \_\_\_\_\_

Home Phone: 573-761-0696 Work Phone: 573-592-2700 - 2813

Fax: \_\_\_\_\_ E-mail: small2000@earthlink.net

Qualifications: M.Ed Agency counseling, Lincoln University.  
1994-present with Fulton State Hospital providing treatment for mentally ill clients at Fulton State Hospital and psychosocial education to their families.  
Program Coordinator NAMI Columbia, former president of this organization for 7 years.  
2nd vice president for NAMI of Missouri board of Directors 2005-present  
10 years teaching in Missouri Public School. 1984-1994.

Past Community Service: 7 years as member of board of directors for NAMI Missouri  
State wide trainer for NAMI Missouri  
6 years President NAMI Columbia - 1998-2004, assisting families with mental illness. Teach 12-week education courses to families surviving mental illness.  
Provided mental health training to Camden County police officers.  
1 year term with Salvation Army advisory Board

References: Dr Lisa Thomas current mental health commission member.  
Dr Rhonda Wood, Lincoln University, Jefferson City Mo  
Cindi Keele, NAMI Missouri, Jefferson City Mo  
Tim Harlan, Attorney, Columbia Mo.

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.

\_\_\_\_\_  
Applicant Signature

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

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

June Session of the April Adjourned Term

Term. 20 06

In the County Commission of said county, on the 8<sup>th</sup> day of June 20 06

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

Now on this day the County Commission of the County of Boone does hereby appoint Jeanette Parker to the Mental Health Board of Trustees for a term expiring April 28, 2009 (Provider).

Done this 8<sup>th</sup> day of June 2006.

ATTEST:

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

Absent  
Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner