CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20

County of Boone

In the County Commission of said county, on the

 3^{rd}

day of February

09

09

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

Now on this day the County Commission of the County of Boone does hereby adopt the resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants under the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

RESOLUTION OF THE BOONE COUNTY COMMISSION

NOW on this 3rd day of <u>February</u>, 2009, the Boone County Commission met in session and adopted the following resolution:

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources for loans and/or grants under the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

WHEREAS, under the terms of the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by the Boone County Commission:

- 1. That Ken Pearson, Presiding Commissioner of Boone County, and Thomas T. Ratermann, General Manager of the Boone County Regional Sewer District, be and they are hereby authorized to execute and file an application on behalf of the Boone County Commission with the Department of Natural Resources for a loan and/or grant to aid in the construction of the Hill Creek Sanitary Sewer Neighborhood Improvement District.
 - 2. That Ken Pearson, Presiding Commissioner of Boone County, and Thomas T. Ratermann, General Manager of the Boone County Regional Sewer District, be and they are hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

SO RESOLVED the day and year first above written; the Presiding Commissioner and County Clerk of Boone County being hereby authorized to sign this resolution on behalf of the Boone County Commission.

BOONE COUNTY COMMISSION

By Its Commission

By: January care

Ken Pearson, Presiding Commissioner

ATTEST:

By:

Wendy Noren, Boone County Clerk

Page 1 of 2

C:\DOCUME~1\ADMINI~1\LOCALS~1\Temp\XPgrpwise\Authorized RepresentativeResolution - Hill Creek Sanitary Sewer NID 1-30-09.DOC

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and Clerk of Boone County does hereby certify:

That this resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the Boone County Commission held on the grad day of february, 2009; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this fill day of fibruary, 2008.

Wendy Noren
Boone County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	1	
County of Boone	}	ea.

February Session of the January Adjourned

Term. 20

09

In the County Commission of said county, on the

 3^{rd}

day of February

09 20

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

Now on this day the County Commission of the County of Boone does hereby authorize the disposal of two (2) Remington Shotguns, asset tag #s 5180 and 5181. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Purchasing Dave EagleOffice Specialist



601 E.Walnut, Room 205 Columbia, MO 65201 Phone: (573) 886-4394

MEMORANDUM

TO:

Boone County Commission

FROM:

DaveEagle

RE:

Surplus Disposal

DATE:

January 29, 2009

The Purchasing Departments requests permission to dispose of the following shotguns. These were sold on GovDeals on January 28, 2009. There was a mix-up in our Department. Dave thought they had already been approved in commission for disposal.

	Asset #	Description	Make	Model	Condition of Asset	Serial #
Request for Disposal by Auction						
1.	5180	Shotgun	Remington	870	Poor	
2.	5181	Shotgun	Remington	870	Poor	

CC:

Caryn Ginter, Auditor

Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

RECEIVED

DATE 12/12/08 **FIXED ASSET TAG NUMBER 5180** DEC 1 6 2008 **DESCRIPTION Remington 870 Shotgun BOONE COUNTY AUDITOR** REQUESTED MEANS OF DISPOSAL: SELL OTHER INFORMATION: ON GOV DEALS CONDITION OF ASSET Poor REASON FOR DISPOSITION Replacement Purchased DEPARTMENT Sheriff's Department (25) leceipt w/s: 1190-3835 **AUDITOR** ORIGINAL PURCHASE DATE 7/16/1986 210.00 ORIGINAL COST ORIGINAL FUNDING SOURCE **COUNTY COMMISSION / COUNTY_CLERK** APPROVED DISPOSAL METHOD: DEPARTMENT NAME_____NUMBER____ TRANSFER LOCATION WITHIN DEPARTMENT____ INDIVIDUAL AUCTION SEALED BIDS TRADE **OTHER EXPLAIN** COMMISSION ORDER NUMBER 41-2009 DATE APPROVED 2/3/89

BOONE COUNTY

REQUEST FOR DISPOSAL OF COUNTY PROPERTY

RECEIVED DATE 12/12/08 **FIXED ASSET TAG NUMBER 5181** DEC 1 6 2008 **DESCRIPTION Remington 870 Shotgun BOONE COUNTY AUDITOR** REQUESTED MEANS OF DISPOSAL: SELL OTHER INFORMATION: ON GOV, DEMLS CONDITION OF ASSET Poor REASON FOR DISPOSITION Replacement Purchased SIGNATURE DEPARTMENT Sheriff's Department 1251 Receipt wito: 1190-3835 **AUDITOR** ORIGINAL PURCHASE DATE ___ ORIGINAL COST _ ORIGINAL FUNDING SOURCE **COUNTY COMMISSION / COUNTY CLERK** APPROVED DISPOSAL METHOD: TRANSFER DEPARTMENT NAME______NUMBER____ LOCATION WITHIN DEPARTMENT______ INDIVIDUAL_____ SEALED BIDS **TRADE OTHER** EXPLAIN COMMISSION ORDER NUMBER 4/-2009 DATE APPROVED

SIGNATURE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20

09

County of Boone

In the County Commission of said county, on the

 3^{rd}

day of February

20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 68-03DEC08 – Solid Block Asphalt Sealant Term & Supply to Paving Maintenance Supply, Inc. as the primary supplier, and to Vance Brothers, Inc. for the alternate block sealant. It is further ordered the Presiding Commissioner is hereby authorized to sign said contracts.

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

February Session of the January Adjourned

Term. 20

09

In the County Commission of said county, on the

3rd

day of February

20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 70-30DEC08 – Vehicle Preventative Maintenance Term & Supply to MFA Petroleum Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

PURCHASE AGREEMENT FOR

Vehicle Preventative Maintenance Term and Supply

THIS AGREEMENT dated the <u>3</u> day of <u>Fabruary</u> 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and MFA Petroleum Company, D.B.A. Jiffy Lube, 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 Vehicle Preventative Maintenance Term and Supply, County of Boone Request for Bid number 70-30DEC08, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated December 30, 2008 and executed by Edward J. Harper, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.
- 2. Contract Duration This agreement shall commence on the date of award and extend through December 31, 2009 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for two (2) additional one (1) year periods subject to the pricing clauses in the contractor's RFB 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 all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.
- **4.** Billing and Payment All billing shall be invoiced to the Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
- **5.** *Binding Effect* This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- **6.** Entire Agreement This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 7. **Termination** This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

Comm	iccion	Order	#
Comm	ISSION	Oraer	f f

- 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.

MFA PETROLEUM COMPANY, D.B.A.

JIFFY LUBE
by Educid | Happen

title Decotor of Piffy helpe Gunter

address One Roy Yorny Dim

Columbin, MO 6520/

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

Departments: 1251/1255 Account: 59100 Term/Supply

Signature

June Pitchford ley KE 1/29/2009

Appropriation Account





Company ID Number: 175309

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and MFA Oil Company (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- 1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- 2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).





Company ID Number: 175309

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer MFA Oil Company	
Jessica Smith Name (Please Type or Print) Jessica Smith Jessica Smith	Manager, Payroll & HR
Electronically Signed	01/02/2009
Signature	Date
Department of Homeland Security – Verification Divis	ion
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/02/2009
Signature	Date

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of MISSOUR County of BOONE	<u></u>
County of Boone	
·	
On this the <u>A3rd</u> day of <u>Sanu</u>	Month, 2009, before Year, the undersigned Notary
me Beverely H. Pfeff	the undersigned Notary
Name of Notary Public	Q
Public, personally appeared Jessicoly	Name(s) of Signer(s)
	personally known to me - OR -
	☐ proved to me on the basis of satisfactory evidence
MEVERELY H. MYEFFER Volary Public-Notary Sect	to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.
o of Missouri, Boone County Commission # 05534650	WITNESS my hand and official seal.
ministion Expires Oct 30, 2009	Beverely J. Feffer Signature of Notary Bublic Beverely H. Feffer Other Required Information (Printed Name of Notary, Residence, etc.)
Place Notary Seal and/or Any Stamp Above	
0.07	"ANA!
Although the information in this section is not required persons relying on the document and could prevent fra of this form to another document.	d by law, it may prove valuable to udulent removal and reattachment Right Thumbprint of Signer Top of thumb here
Description of Attached Document	
Title or Type of Document:	
Document Date: Number	of Pages:
Signer(s) Other Than Named Above:	

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Edward J. Husper	
Name and Title of Authorized Representative	
Edul J Hayar Signature	1/23/2009 Date

	What are your business hours? 7:30-6:00 Mon-Fr: Sat, 7:30-6:00 Son
	Are there circumstances that may cause your business to close early?
	If yes, please provide a detailed description of the circumstances for which your business would close.
	CIOSC.
-	<u> </u>
-	
-	Supplies/products used in this contract shall be as follows, and if substituted, shall be approved by
	the department. Please list the products your firm will use under this contract.
	5W30 Oil - MF# 0:/
	10W30 Oil
	5W20 Oil - MF4 0: /
	Transmission Fluid - Ocx III M+4 0:1
	Differential Fluid - 10 w 90, 75 w 90, 75 w - 140 (MFA or Reportoi)
	Power Steering Fluid - University
	Master Cylinder Fluid - MA
	Cooling System Fluid - MFH
	, D. (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
	Battery Fluid
	Oil Filter Manufacturer: Champion
	Oil Filter Manufacturer: Champion The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general
	Oil Filter Manufacturer: Champion The undersigned offers to furnish and deliver the articles or services as specified at the prices
	Oil Filter Manufacturer: Changion The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand):
	Oil Filter Manufacturer: Champion The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand):
	Oil Filter Manufacturer: Champion The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order. Authorized Representative (Sign By Hand): Type or Print Signed Name:

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

) ss
State of <i>Missour</i> ;
My name is Edward J Houset. I am an authorized agent of MFH Retroteum (Bidder). This
business is enrolled and participates in a federal work authorization program for all employees working in connection with
services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work authorization program is
attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they
are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of
perjury that all employees are lawfully present in the United States.
Echel 1 Hayne 12/30/08 Affiant Date Elmos J. Harper
Finned J. Harper Printed Name
Subscribed and sworn to before me this 30 Hday of December, 2008. BEVERELY H. PFEFFER Notary Public-Notary Seal State of Missouri, Boone County Commission # 05534550 My Commission Expires Oct 30, 2009



BOONE COUNTY, MISSOURI Request for Bid #: 70-30DEC08 – Vehicle Preventative Maintnance

ADDENDUM #1 - Issued December 23, 2008

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

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

I. Changes to RFB Bid Data Sheet With The Attached Revised Bid Data Sheet:



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 209 Columbia, MO 65201

Tyson Boldan, Buyer

(573) 886-4392 - Fax: (573) 886-4390 Email: tboldan@boonecountymo.org

Revised Bid Data

Bid Number: Commodity Title:

70-30DEC08

VEHICLE PREVENTATIVE MAINTENANCE TERM AND SUPPLY

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, DEC 30, 2008

1:30 P.M. (Bids received after this time will be returned unopened) Time:

Location / Mail Address: Boone County Purchasing Department

Boone County Johnson Building 601 E. Walnut, Room 208

Columbia, MO 65201

Directions:

The Johnson Building is located on the Northeast corner at 6th Street

and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date:

TUESDAY, December 30, 2008 1:30 P.M. C.S.T.

Time: Location / Address:

Boone County Johnson Building Conference Room

601 E. Walnut, Room 213

Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

Response Form

Certification Of Individual Bidder

Affidavit

Work Authorization Certification Attachment 1 Boone County Sheriff's Department Vehicle Service

Standard Terms and Conditions

			\circ	
	Ву: Т В	Syson Boldan, Bu Boone County Pu	yer rehasing	~
OFFEROR has examined DEC 30, 2008, receipt of	I copy of Addendum which is hereby acknowledge.	#1 to Request for owledged:	Bid # 70-30DEC08	- TUESDAY,
Company Name:				
Address:				
Phone Number:		Fax Numbe	er:	
Authorized Representativ	e Signature:		Date:	



Boone County Purchasing

601 E. Walnut, Room 209 Columbia, MO 65201

Request for Bid (RFB)

Tyson Boldan, Buyer

(573) 886-4392 – Fax: (573) 886-4390 Email: tboldan@boonecountymo.org

Bid Data

Bid Number: 70-30DEC08

Commodity Title: Vehicle Preventative Maintenance Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, NOVEMBER 28, 2006

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Doone County I urchasing Department

Boone County Johnson Building 601 E. Walnut, Room 208

Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut

Street. Enter the building from the East Side. Wheel chair accessible entrance is

available on the West side of the building.

Bid Opening

Day / Date: TUESDAY, NOVEMBER 28, 2006

Time: 1:30 P.M. C.S.T.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, Room 213 Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

Certification Of Individual Bidder

Affidavit

Work Authorization Certification

Attachment 1 Boone County Sheriff's Department Vehicle Service

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.

- Bid This entire document, including attachments. A Bid may be used to solicit various kinds of information. 1.2.3. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- **Response** The written, sealed document submitted according to the Bid instructions.
- BID CLARIFICATION Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- **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.
- 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.
- AWARD Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- **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.
- **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.
- CONTRACT PERIOD Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through December 31, 2009 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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 of **Vehicle Preventative Maintenance** as specified herein.
- 2.1.1. **Quantity** The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase vehicle preventative maintenance services from other vendors when the County deems the purchase necessary.
- 2.2.. 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 prices noted on the Response Form for the 1st and 2nd Renewal Periods.
- 2.2.1. If renewal prices are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **CONTRACT EXTENSION** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.3. **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.
 - 2.5. **PRICING** All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
- 2.5.1. The contractor shall extend any and all special promotional sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
 - 2.6. MINIMUM CONTRACT REQUIREMENTS The contractor shall perform all services listed below on an as needed, if needed basis. Costs for said services must include all parts, materials, tools, supplies, and labor.
- 2.6.1. Change engine oil per manufacturer's suggested type and weight of oil. Typical weights used are 5W30, 10W30, or 5W20.
- 2.6.2. Change engine oil filter. Oil Filters shall be Champ Filter Company brand or equivalent. If an equivalent is bid, vendors shall list the filter manufacturer on the bid response page. The County reserves the right to request, at the offerors expense, a sample of the filter/filters bid for equality testing.
- 2.6.3. Check condition of tires and inflation pressure. Correct any inflation deficiencies.
- 2.6.4. Check fluid levels for transmission, differential, steering gear or power steering pump, master cylinder, battery and cooling system. Correct any deficiencies.
- 2.6.5. Complete the attached service report (See Attachment 1).
- 2.6.6. The contractor will be required to provide the products responded to in this bid and identified on the Response Form. The contractor must obtain prior approval from a Sheriff's Department authorized representative before using substitute products.
- 2.6.7. Completion of the work described above shall be **fifteen minutes or less**. Time will begin when the vehicle arrives at the service provider's place of business.
 - 2.7. **FLEET INFORMATION** The Boone County Sheriff's Department has a fleet of vehicles that require preventative maintenance to be performed every 3,000 miles. These vehicles will average approximately 2,000 miles per month. The County reserves the right to add or delete to this list at any time. This list is only provided so bidders have an estimate of the number of vehicles to be serviced and the potential frequency.

Qty 52 Crown Victoria Ford '02-'07 Qty 9 Chev Impalas '02-'07 Qty 1 BAT Van Ford '94 Qty 2 Trucks Chevrolet 1500 '04-'07 Qty 6 Vans '94-'07 Qty 1 Chev Trailblazer '08 Qty 3 Ford Taurus '06-'07 Qty 2 Ford Explorers '03-'04

- 2.8. **EVALUATION** Evaluation of this bid will be based upon the ability of the vendor to perform these services in a timely fashion, the number of service locations available and the cost for said services.
- 2.9. **BILLING AND PAYMENTS** Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment shall be made within 30 days of receipt of a complete **MONTHLY** statement. Invoices shall be used as back-up documentation only. The Sheriff's Department shall not process payments from individual invoices.
- 2.10. **DESIGNEE** Boone County Sheriff's Department, 2121 County Drive, Columbia, MO 65202.
- 2.11. **BID CLARIFICATION** Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.

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

			Purche	ising Department
	Response Form		·	
4.1.	Company Name:			
4.2.	Address:	-		
4.3.	City/Zip:			
4.4.	Phone Number:	<u> </u>		
4.5.	Fax Number:			
4.6.	Federal Tax ID:			
4.6.1.	() Corporation			
	() Partnership - Name		_	
	() Individual/Proprietorship - Indiv() Other (Specify)	vidual Name		
4.7.	PRICING			
	DESCRIPTION	Original Contract Period	1 st Renewal Period	2 nd Renewal Period
4.7.1.	Maintenance Cost Per Vehicle Per Visit using 5 Qts.of Oil	ď	\$	\$
	Visit using 5 Qts.01 On	\$	5	p
4.7.2.	Maintenance Cost Per Vehicle Per			
4.7.2.	Visit using 6 Qts of Oil	\$	\$	\$
4.7.3.	Maintenance Cost Per Vehicle Per			
	Visit using 7 Qts of Oil	\$	\$	\$
4.8.	MISCELLANEOUS INFORMAT	ION		
4.8.1.	List the address/addresses of all loca	ations where service will	be provided:	
-				
-				
+.0.∠.	Are Appointments necessary?			
1.8.3.	If YES, how far in advance must an			
1.8.4.	If NO, what is the average wait from	time of delivery to the b	eginning of actual se	ervicing?
1.8.5.	What is the average amount of time. Does your firm provide this type of s	-	-	

3.	What are your business hours?
).	Are there circumstances that may cause your business to close early?
).	If yes, please provide a detailed description of the circumstances for which your business would close.
	Supplies/products used in this contract shall be as follows, and if substituted, shall be approved be the department. Please list the products your firm will use under this contract.
·-	5W30 Oil
	10W30 Oil
٠.	5W20 Oil
	Transmission Fluid
	Differential Fluid -
	Power Steering Fluid
	Master Cylinder Fluid
	Cooling System Fluid
	Battery Fluid
	Oil Filter Manufacturer: The undersigned offers to furnish and deliver the articles or services as specified at the pric and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part this order.
	Authorized Representative (Sign By Hand):
•	Type or Print Signed Name:
•	Today's Date:
	Will you honor the submitted prices for purchase by other entities in Boone County who participal in cooperative purchasing with Boone County, Missouri?

CERTIFICATION OF INDIVIDUAL BIDDER

retirement, welfare, benefit or food assis indicate compliance	health benefit, post secondary stance who is over 18 must ver	erson applying for or receiving any grant, contract, loan, education, scholarship, disability benefit, housing ify their lawful presence in the United States. Please rdian applying for a public benefit on behalf of a child ply.		
1.	United States. (Such proof certificate, or immigration of	ocuments showing citizenship or lawful presence in the may be a Missouri driver's license, U.S. passport, birth locuments). Note: If the applicant is an alien, ace must occur prior to receiving a public benefit.		
2.	may allow for temporary 90 day qualification.			
3.				
Applicant	Date	Printed Name		

AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri)		
County of)SS.)		
	-	hteen years of age, swear upo United States government as	on my oath that I am either a s being lawfully admitted for
Date	_	Signature	
Social Security Number or Other Federal I.D. Num	- ber	Printed Name	
On the date above vectorizing on the foregoing		· ·	re me and swore that the facts wledge, information and belief.
		Notary Public	<u></u>
My Commission Expires:			

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)		
)ss State of)		
My name is I am	an authorized agent of	(Bidder). This
business is enrolled and participates in a federal work	authorization program for all emp	loyees working in connection with
services provided to the County. This business does	not knowingly employ any person t	hat is an unauthorized alien in
connection with the services being provided. Docume	entation of participation in a federal	work authorization program is
attached hereto.		
Furthermore, all subcontractors working on	this contract shall affirmatively stat	e in writing in their contracts that they
are not in violation of Section 285.530.1, shall not the	ereafter be in violation and submit a	a sworn affidavit under penalty of
perjury that all employees are lawfully present in the	United States.	
	Affiant	Date
	7.1.17	
	Printed Name	
Subscribed and sworn to before me this day of _	, 20	
	Notary Public	<u></u>

ATTACHMENT 1

BOONE COUNTY SHERIFF'S DEPARTMENT VEHICLE SERVICE RECORD

VIN:		Odometer	Reading:		_			
DATE:		ARRIVAI	L TIME:					
SERVICE BEGINNI	NG TIME:	SERVICE	SERVICE ENDING TIME:					
SHOP LOCATION:					_			
Car Washed Yes/No								
Oil and Oil Filter Ch	anged:							
Condition of Tires	RF: LF: RR: RF:	Good Good Good	Fair Fair Fair Fair Fair	Poor Poor Poor				
Notation of Fluids Cl	necked:							
		Good	Fair	Poor				
		Good	Fair	Poor				
		Good	Fair	Poor				
		Good	Fair	Poor				
		Good	Fair	Poor				
Other Observations o	r Deficiencies Not	ed:						
Mechanic (Signature)			ficer (Signatu					
ivicchanne i Signature	1	Ui	TICEL (SIGNALU	110)				

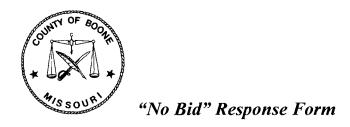


Standard Terms and Conditions

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

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

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



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

Tyson Boldan, 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: 70-30DEC08 - Vehicle Preventative Maintenance Term and Supply

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

Term. 20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea.

February Session of the January Adjourned

County of Boone

In the County Commission of said county, on the

 3^{rd}

day of February

0 09

09

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for DSL line charges:

Department	Account	Department Name	Account Name	Decrease	Increase
2900	86800	LE Sales Tax Revenue	Emergency	\$40.00	
2905	48002	LE/Judicial Info Sys-LE Sales Tax	Data Communications		\$40.00

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20

09

County of Boone

In the County Commission of said county, on the

3rd

day of February

09 20

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the lease buy-out agreement for computer equipment with Hewlett-Packard.

Done this 3rd day of February, 2009.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Term. 20

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

February Session of the January Adjourned

County of Booke

 3^{rd}

day of February

20 09

09

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

In the County Commission of said county, on the

Now on this day the County Commission of the County of Boone does hereby authorize Commissioner Karen M. Miller to sign the following change orders for the Courthouse Expansion Project

Change Order #5: \$21,429.91 Change Order #6: \$20,280.68 Change Order #7: \$15,016.54

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

CERTIFIED COPY OF ORDER

STATE OF MISSOURI	1	
County of Poors	}	e

February Session of the January Adjourned

Term. 20

09

County of Boone

In the County Commission of said county, on the

3rd

day of February

20 09

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached Earned Income Tax Credit Awareness Month proclamation.

Done this 3rd day of February, 2009.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

Boone County Commission

Proclamation

Whereas in 1975, the United States Congress, recognizing the need for a tax relief program designed to ease the burden of taxation for low and moderate income families, created and adopted the Earned Income Tax Credit (EITC) Program; and

Whereas today, EITC provides more than \$38 billion nationally thereby touching the lives of more than 18 million families with an average refund of \$1,670; and

Where as national studies indicate that between 10% and 20% of families eligible to receive EITC fail to claim the credit primarily because they are unaware of the program; and

Whereas this lack of awareness of EITC leaves billions of unclaimed dollars in the United States Treasury thereby forgoing distribution of vital economic resources among low and moderate income families throughout the United States of America; and

Whereas, in Missouri, an estimated \$75 million in Earned Income Tax Credits are unclaimed each year by eligible families and individuals; and

Whereas the unclaimed EITC dollars would greatly benefit Missouri families and individuals thereby providing a significant economic stimulus for Missouri,

Now therefore, the Commission for Boone County, in the state of Missouri, does hereby roclaim the month of February 2009 as

EITC Awareness Month

And urge all eligible citizens to file and collect their Earned Income Tax Cred	And	urge all	l eligible	citizens	to file	and	collect t	their	Earned	Income	Tax	Cred
---	-----	----------	------------	----------	---------	-----	-----------	-------	--------	--------	-----	------

Signed and Attested to this 2nd day of February, 2009

	Kenneth M. Pearson, Presiding Commissioner
ATTEST:	Karen M. Miller, District Commissioner
Wendy S. Noren, County Clerk	Skip Elkin, District II Commissioner