

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 51-06SEP06 Corrections Uniforms Term and Supply to the following vendors:

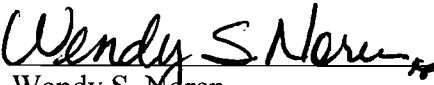
Uniforms Manufacturing, Inc  
Galls, Inc.

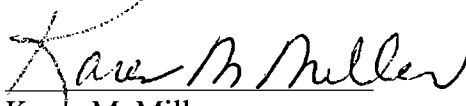
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 28<sup>th</sup> day of September 2006.

  
Keith Schnaffe  
Presiding Commissioner

ATTEST:

  
Wendy S. Moren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**PURCHASE AGREEMENT  
FOR  
CORRECTIONS UNIFORMS TERM AND SUPPLY**

**THIS AGREEMENT** dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Uniforms Mfg., Inc.**, herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **51-06SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 1, 2006 and executed by Rachel Carpenter, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 items outlined below 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.

- Item 4.8.1. Proper Tactical Trousers Style #F5220 per section 2.6.1.

**4. Delivery** - Contractor agrees to deliver pants within 30 days after receipt of the order.

**5. Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery 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 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.

**UNIFORMS MFG., INC.**  
 by \_\_\_\_\_  
 title CEO  
 address UNIFORMS MFG. INC.  
P O Box 12716  
SCOTTSDALE, AZ 85267-2716  
(480) 368 9316 Fax (480) 368-8556

**BOONE COUNTY, MISSOURI**  
 by: Boone County Commission  
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:  
 \_\_\_\_\_  
 County Counselor

ATTEST:  
Wendy S. Noren  
 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.)

Term & Supply - No Encumbrance Required 1255 & 2902/23300 Term/Supply  
 Signature \_\_\_\_\_ Date 9/21/06 Appropriation Account \_\_\_\_\_

4. Response Form

4.1. Company Name: UNIFORMS MFG. INC.

4.2. Address: P. O. Box 12716

4.3. City/Zip: SCOTTSDALE, AZ 85267-2716

4.4. Phone Number: (480) 368-9311 Fax (480) 368-8556

4.5. Fax Number: \_\_\_\_\_

4.6. E-Mail Address: rachel@unfmfg.com

4.7. Federal Tax ID: 382194994

4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8. PRICING

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trousers Style #F5220 in accordance with Section 2.6.1.	\$ <u>23.00</u>	98	\$ <u>2254.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)			\$ <u>25.50</u>
4.8.2.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ <u>28.00</u>	98	\$ <u>2744.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)			\$ <u>2X 31.75</u>
4.8.3.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ <u>30.00</u>	98	\$ <u>2940.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)			\$ <u>3X 32.00</u>
4.8.4.	TOTAL			\$ <u>7938.00</u>

4.9. Delivery After Receipt of Order: 30 Days ARO

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been

4.10. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.10.1. Rachel Carpenter  
Type or Print Signed Name:

4.10.2. Rachel Carpenter

4.10.3. Date: 9-1-06

4.11. RENEWALS

4.11.1. Maximum % Increase 2<sup>nd</sup> Contract Period: 5 %

4.11.2. Maximum % Increase 3<sup>rd</sup> Contract Period: 5 %

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

4.12.  Yes  No



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

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

**Heather Turner, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **51-06SEP06**  
Commodity Title: **Corrections Uniforms Term & Supply**

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

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

Day / Date: **WEDNESDAY, SEPTEMBER 6, 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> Street and Walnut Street. 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: **WEDNESDAY, SEPTEMBER 6, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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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**

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

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- 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. 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.
- 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 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](http://www.showmeboone.com)  
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 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. 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 government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through December 31, 2007 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.
- 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 **Correction's Officer Trousers and Short and Long-Sleeved Shirts.**
- 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2007.** This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 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 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.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. 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 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.
- 2.6. **SCOPE OF SERVICES**
- 2.6.1. The contractor shall provide black Propper Tactical Trousers Style #F5220. **NO SUBSTITUTIONS SHALL BE ALLOWED.**
- 2.6.2. The contractor shall provide Propper Short Sleeve Tactical Shirts Style #F5301 and Propper Long Sleeve Tactical Shirts Style #F5302. **NO SUBSTITUTIONS SHALL BE ALLOWED.**
- 2.6.2.1. All shirts must be Battle Rip® 65% polyester/35% cotton ripstop fabric.
- 2.6.2.2. All shirts must be khaki in color.
- 2.6.3. **Embroidery** – All shirts must have the department emblem embroidered with the rank of years of service stars on the left front chest (See Attachment A for example).
- 2.6.3.1. The emblem measures approximately 5 ¼" tall x 2 ¾" wide. The stitch count is approximately 14,000.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. Uniforms should be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days



from receipt of an accurate **monthly statement**.

- 2.9. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.10. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.11. **DELIVERY** - Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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](http://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.

4. Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_

- 4.7.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

4.8. PRICING

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trousers Style #F5220 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.2.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.3.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.4.	<b>TOTAL</b>			\$ _____

4.9. Delivery After Receipt of Order: \_\_\_\_\_

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been

4.10. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.10.1. \_\_\_\_\_  
Type or Print Signed Name:

4.10.2. \_\_\_\_\_

4.10.3. Date: \_\_\_\_\_

4.11. **RENEWALS**

4.11.1. Maximum % Increase 2<sup>nd</sup> Contract Period: \_\_\_\_\_%

4.11.2. Maximum % Increase 3<sup>rd</sup> Contract Period: \_\_\_\_\_%

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

4.12. \_\_\_\_\_ Yes                      \_\_\_\_\_ No

ATTACHMENT A

SAMPLE EMBROIDERY





## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

Phone: (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.



**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: 51-06SEP06 Corrections Uniforms Term and Supply**

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

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

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

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

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

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

Reason(s) for not bidding:

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

**PURCHASE AGREEMENT  
FOR  
CORRECTIONS UNIFORMS TERM AND SUPPLY**

THIS AGREEMENT dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Galls, Inc.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **51-06SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated August 31, 2006 and executed by Steven Avery, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 items outlined below 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.

- Item 4.8.2. Proper Short-Sleeved Shirts Style #F5301 per section 2.6.2.
- Item 4.8.3. Proper Long-Sleeved Shirts Style #F5302 per section 2.6.2.

4. **Delivery** - Contractor agrees to deliver shirts within five to six weeks after receipt of the order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery 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 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.

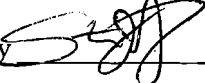
**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality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

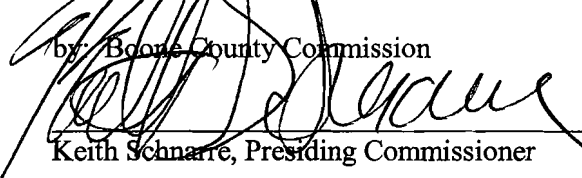
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

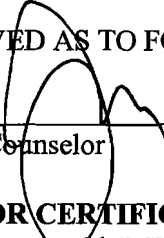
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**GALLS, INC.**

by  STEVEN J AVERY  
title AGENCY SERVICE REP. GALLS INC  
address 2680 PALUMBO DR.  
LEXINGTON, Ky 40509.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
Keith Schmarre, 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.)

Term & Supply - No Encumbrance Required 1255 & 2902/23300 Term/Supply  
Signature Date 9/21/06 Appropriation Account

4. Response Form

4.1. Company Name: GALLS INC

4.2. Address: 2680 PALUMBO DR

4.3. City/Zip: LEXINGTON, KY 40509

4.4. Phone Number: (800) 876-4242 X2158

4.5. Fax Number: (877) 914-2557

4.6. E-Mail Address: avery-steve@galls.com

4.7. Federal Tax ID: 20-3545989

I JUST WANTED TO NOTE THAT SHOULD WE WIN THIS, WE WILL NEED "CAMERA READY" ARTWORK FOR THE EMBROIDERY SO WE CAN GET EACH TITLE DIGITIZED. NO CHARGE FOR DIGITIZATION SETUPS.

STEVEN AVERY  
GALLS INC.

- 4.7.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 ( ) Other (Specify) \_\_\_\_\_

4.8. PRICING

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trousers Style #F5220 in accordance with Section 2.6.1.	<sup>UPTO 44</sup> \$ 27 <sup>99</sup>	98	\$ 2743 <sup>02</sup>
	Standard Oversize Charge (Cost Per Incremental Size over <del>XXL</del> <sup>46-54</sup> )	\$ 29 <sup>75</sup>		
4.8.2.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ 25 <sup>99</sup>	98	\$ 2547 <sup>02</sup>
	Standard Oversize Charge (Cost Per Incremental Size over <del>XXL</del> <sup>3X</sup> )	\$ 46 <sup>99</sup>		
4.8.3.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ 27 <sup>99</sup>	98	\$ 2743 <sup>02</sup>
	Standard Oversize Charge (Cost Per Incremental Size over <del>XXL</del> <sup>(2X) 29<sup>99</sup> (3X) 32<sup>99</sup></sup> )	\$ _____		
4.8.4.	<b>TOTAL SHIPPING &amp; EMBROIDERY INCLUDED IN THE PRICE</b>			\$ 8033 <sup>06</sup>

4.9. Delivery After Receipt of Order: 5-6 WEEKS (ITEMS THEMSELVES ARE SPECIAL ORDER)

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.10.1. STEVEN J AVERY  
Type or Print Signed Name

4.10.2. STEVEN J AVERY

4.10.3. Date: 8/31/06

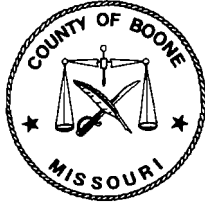
4.11. RENEWALS

4.11.1. Maximum % Increase 2<sup>nd</sup> Contract Period: 0 %

4.11.2. Maximum % Increase 3<sup>rd</sup> Contract Period: 0 %

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

4.12.  Yes  No



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

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

**Heather Turner, CPPB, Senior Buyer**

(573) 886-4392 – Fax: (573) 886-4390

Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **51-06SEP06**  
Commodity Title: **Corrections Uniforms Term & Supply**

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

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

Day / Date: **WEDNESDAY, SEPTEMBER 6, 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> Street and Walnut Street. 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: **WEDNESDAY, SEPTEMBER 6, 2006**  
Time: **10:30 A.M. C.S.T.**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

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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. 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.
- 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 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](http://www.showmeboone.com)  
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 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. 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 government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
1) the provisions of the Contract (as it may be amended);  
2) the provisions of the Bid;  
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through December 31, 2007 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.
- 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 **Correction's Officer Trousers and Short and Long-Sleeved Shirts**.
  - 2.1.1. **Estimated Quantity** – The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
  - 2.2. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2007**. This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
    - 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 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.
  - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. 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 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.
  - 2.6. **SCOPE OF SERVICES**
    - 2.6.1. The contractor shall provide black Propper Tactical Trousers Style #F5220. **NO SUBSTITUTIONS SHALL BE ALLOWED.**
    - 2.6.2. The contractor shall provide Propper Short Sleeve Tactical Shirts Style #F5301 and Propper Long Sleeve Tactical Shirts Style #F5302. **NO SUBSTITUTIONS SHALL BE ALLOWED.**
      - 2.6.2.1. All shirts must be Battle Rip® 65% polyester/35% cotton ripstop fabric.
      - 2.6.2.2. All shirts must be khaki in color.
    - 2.6.3. **Embroidery** – All shirts must have the department emblem embroidered with the rank of years of service stars on the left front chest (See Attachment A for example).
      - 2.6.3.1. The emblem measures approximately 5 ¼" tall x 2 ¾" wide. The stitch count is approximately 14,000.
  - 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
    - 2.7.1. Uniforms should be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use.
    - 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
  - 2.8. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days

from receipt of an accurate **monthly statement**.

- 2.9. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.10. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.11. **DELIVERY** - Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
- 2.11.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

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](http://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.



4. Response Form

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_
- 4.7.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

4.8. PRICING

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trousers Style #F5220 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.2.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.3.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.4.	<b>TOTAL</b>			\$ _____

4.9. Delivery After Receipt of Order: \_\_\_\_\_

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been

4.10. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.10.1. \_\_\_\_\_  
Type or Print Signed Name:

4.10.2. \_\_\_\_\_

4.10.3. Date: \_\_\_\_\_

4.11. **RENEWALS**

4.11.1. Maximum % Increase 2<sup>nd</sup> Contract Period: \_\_\_\_\_ %

4.11.2. Maximum % Increase 3<sup>rd</sup> Contract Period: \_\_\_\_\_ %

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

4.12. \_\_\_\_\_ Yes                      \_\_\_\_\_ No

ATTACHMENT A

SAMPLE EMBROIDERY





## Standard Terms and Conditions

**Boone County Purchasing**

601 E. Walnut, Room 209

Columbia, MO 65201

**Heather Turner, Buyer**

Phone: (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.



**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: 51-06SEP06 Corrections Uniforms Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 63-07SEP06 Snow & Ice Control Services to the following vendors.

**Option 1 – Medium Duty-Plow & V-Box Spreader, 4WD Pickup or Flatbed Truck**

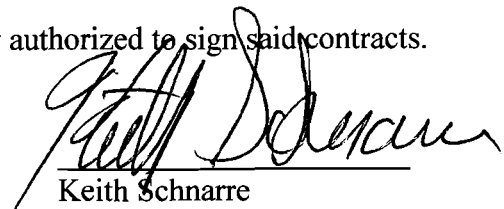
- Greg Alderson Trucking & Excavating – 2 Trucks @ \$285/hour
- Grant Excavating, LLC – 1 Truck @ \$285/hour
- Diamond “C” Services – 2 Trucks @ \$260/hour
- JC Landscaping – 1 Truck @ \$275/hour
- Tiger Striping & Marking, LLC – 2 Trucks @ \$250/hour

**Option 2 – Medium/Heavy Duty Plow & V-Box Spreader, 4WD Pickup or Flatbed Truck**

- Diamond “C” Services – 1 Truck @ \$275/hour

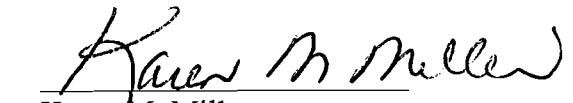
It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.


Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tiger Striping & Marking, LLC**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **63-07SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 5, 2006 and executed by Ken Ray, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 **two trucks @ \$250 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described in the bid specifications 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. Service** - Contractor agrees to provide the services as outlined in the bid specifications.

**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 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 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.

**TIGER STRIPING & MARKING, LLC**

by Ken Ball Jr  
 title owner  
 address P.O. Box 1015  
Columbia, MO 65205

**BOONE COUNTY, MISSOURI**

by: 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 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.)

June E. Pitchford  
 Signature by cg

9/25/06  
 Date

2040/71100 Term/Supply

Appropriation Account



**4. Response Form**

- 4.1. Company Name: Tiger Striping + Marking LLC
- 4.2. Address: P.O. Box 1015
- 4.3. City/Zip: Columbia, MO 65205
- 4.4. Phone Number: 573 874 1572
- 4.5. Fax Number: 573 874-1197
- 4.6. Federal Tax ID: 43-158298
- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) LLC

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b>OPTION 1</b>		
<b>Medium Duty Plow &amp; V-Box Spreader</b>		
4WD Pickup or Flatbed		
7 1/2' blade (sidekicks included)		<b>PER HOUR</b>
Dual Wheeled Vehicles – 8 1/2' blade (sidekicks included)		
2.0 C.Y. (struck capacity) V-Box Spreader		
<b>Please describe each vehicle bidding, including year, make, and model</b>		
#1	1989 Dodge 350 w/VBox Spade Licensed Capacity 18,000 lbs	\$ 250. <sup>00</sup> /hr
#2	1980 Chev C-2 w/VBox Spade Licensed Capacity 18,000 lbs	\$ 250. <sup>00</sup> /hr
#3	Licensed Capacity _____ lbs	\$ _____
#4	Licensed Capacity _____ lbs	\$ _____

<b>OPTION 2</b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b>OPTION 3</b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	1999 Dodge truck w/ Western Tailgate	Licensed Capacity / side lbs	\$ 250. <sup>00</sup>
#2		Licensed Capacity	lbs \$
#3		Licensed Capacity	lbs \$
#4		Licensed Capacity	lbs \$

*Note* will only have this truck available for work after done with commercial work approx 4-5 after snow stops

<b>OPTION 4</b>			
<b>Light Duty – Plow Only</b>			
½ Ton 4 WD Pickup or Flatbed			<b>PER HOUR</b>
7 ½' blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ 260<sup>as</sup>  
 Option 2 \$ —  
 Option 3 \$ 260  
 Option 4 \$ —

*Based upon fuel price*

4.7.1.2. Third Contract Term

Option 1 \$ 270-  
 Option 2 \$ —  
 Option 3 \$ 270  
 Option 4 \$ —

*Based upon fuel price*

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Ken Ball	874-0203 home	268-4519 mobile
Gene Schneider	445-2866	673-6936 mobile
Mike Wilson	443-4456	268-4404 mobile
John Whitford		268-7199 mobile
Roger Witmer		819-3039 mobile

4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name: Greg Martin  
Company Name: Terrapin Hills Subdivision  
Address: Terrapin Hills Rd Columbia, MO 65203  
Telephone: 445-4506  
Brief Description of Work:

Provide Snow + Ice Removal for Subdivision for last 5 yr

4.9.2. **Reference #2**

Individual Name: Mission Garden  
Company Name: Woodcrest Chapel  
Address: 1901 W. N. Jones  
Telephone: 445-1131  
Brief Description of Work:

Snow Removal + Ice Removal for Church lot  
Done work for 15 yr

4.9.3. **Reference #3**

Individual Name: Ed Allyn  
Company Name: Valley View Church  
Address: 2507 Primrose Drive  
Telephone: 864-1401  
Brief Description of Work:

Snow Removal + Ice melt for Church

Best bid  
B all commercial lots

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

*Ken Rall*

Date: 9/5/06

4.10.2. Print Name and Title of Authorized Representative

Ken Rall Jr  
Owner

Date: 9/5/06



## **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: **63-07SEP06**  
Commodity Title: **Snow and Ice Control Services Term and Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 7, 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: **THURSDAY, SEPTEMBER 7, 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**  
**Vehicle Inspection Check List**  
**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 date of award through September 1, 2006 through August 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by the 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/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **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.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

**OPTION 1 Medium Duty – Plow & V - Box Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½’ blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½’ blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

**OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader**

**Minimum** – Single Axle Dump Truck or Flatbed Truck with maximum turning radius of 36’ and equipped with a 10’ blade and 9’ V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity).

(See 2.6.3 – 2.6.5 for additional requirements).

**OPTION 3 Light Duty – Plow & Tailgate Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½’ blade.

(See 2.6.3 – 2.6.5 for additional requirements)



## **OPTION 4 Light Duty – Plow Only**

**Minimum** – 1/2 Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid equipment hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b><u>OPTION 1</u></b>			
<b>Medium Duty Plow &amp; V-Box Spreader</b>			
4WD Pickup or Flatbed			
7 ½' blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
2.0 C.Y. (struck capacity) V-Box Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b>OPTION 4</b>			
<b>Light Duty – Plow Only</b>			
½ Ton 4 WD Pickup or Flatbed			<b>PER HOUR</b>
7 ½’ blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ \_\_\_\_\_

Option 2 \$ \_\_\_\_\_

Option 3 \$ \_\_\_\_\_

Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ \_\_\_\_\_

Option 2 \$ \_\_\_\_\_

Option 3 \$ \_\_\_\_\_

Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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- 4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.
- 4.9.1. **Reference #1**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.2. **Reference #2**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.3. **Reference #3**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

- 4.10.1. Authorized Representative (Sign By Hand):

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

- 4.10.2. Print Name and Title of Authorized Representative

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

5.0

### Vehicle Inspection Check List

Bid Option \_\_\_\_\_

Date of Inspection \_\_\_\_\_

BCPW ID # Assigned \_\_\_\_\_ (approved vehicles only)

Make of Vehicle \_\_\_\_\_ Size of Vehicle \_\_\_\_\_ Year \_\_\_\_\_

Type of Bed \_\_\_\_\_ Vehicle Color \_\_\_\_\_

License # \_\_\_\_\_

Plow Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Width \_\_\_\_\_

Plow Up \_\_\_\_\_ Plow Down \_\_\_\_\_ Plow Left \_\_\_\_\_ Plow Right \_\_\_\_\_

Spreader Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Capacity \_\_\_\_\_

Spreader controls in cab \_\_\_\_\_

Spreader on \_\_\_\_\_ Spreader off \_\_\_\_\_

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re – Inspection Required \_\_\_\_\_

Additional Comments:

Authorized for Inspection Payment \_\_\_\_\_ Date \_\_\_\_\_



**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.



**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

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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: 63-07SEP06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EL  
TIGER-3

DATE (MM/DD/YYYY)  
10/05/06

<b>PRODUCER</b>  Plaza Insurance Center, Inc. 2700 Forum Blvd. Columbia MO 65203 Phone: 573-445-1178	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Tiger Dirt, LLC & Tiger Striping, LLC PO Box 1015 Columbia MO 65205	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Columbia Mutual Insurance</b></td> <td>19640</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Columbia Mutual Insurance</b>	19640	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Columbia Mutual Insurance</b>	19640												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	CMPMO12615	08/02/06	08/02/07	EACH OCCURRENCE	\$ 1000000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000	
					PERSONAL & ADV INJURY	\$ 1000000	
					GENERAL AGGREGATE	\$ 2000000	
					PRODUCTS - COMP/OP AGG	\$ 2000000	
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		
A	<b>AUTOMOBILE LIABILITY</b>	CAPMO12615	08/02/06	08/02/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
					<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)	\$
					<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
					<input type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	CAPMO12615	08/02/06	08/02/07			
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER		
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$	
	<b>OTHER</b>				E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  BOONE14  Boone County Purchasing Heather Turner 601 E. Walnut, Rm. 209 Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE R. Michael Maerz <i>R. Michael Maerz</i>
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Grant Excavating, LLC**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **63-07SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 6, 2006 and executed by Thomas Grant, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 **one truck @ \$285 per hour for Snow and Ice Control Services for Option 1 - Medium Duty - Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described in the bid specifications 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. Service** - Contractor agrees to provide the services as outlined in the bid specifications.

**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 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 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.

**GRANT EXCAVATING, LLC**

by [Signature]  
title Owner operator  
address 10351 East Judy Street Rd  
Columbia, MO 65202

**BOONE COUNTY, MISSOURI**

by [Signature]  
Boone County Commission  
Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:  
[Signature]  
County Counselor

ATTEST:  
Wendy S. Noren  
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.)

[Signature]  
Signature by cg

9/25/06  
Date

2040/71100 Term/Supply  
Appropriation Account



**4. Response Form**

- 4.1. Company Name: Grant Excavating LLC
- 4.2. Address: 10351 East Judy School Rd
- 4.3. City/Zip: Columbia MD 65202
- 4.4. Phone Number: 573-881-2423
- 4.5. Fax Number: 573-474-1399
- 4.6. Federal Tax ID: 204472284
- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name Thomas Grant
- Other (Specify) \_\_\_\_\_

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b>OPTION 1</b>			
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 1/2' blade (sidekicks included) Dual Wheeled Vehicles – 8 1/2' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	2006 Chev 3500 <del>3500</del> <sup>8 1/2' plow</sup>	Licensed Capacity <u>26<sup>00</sup></u> lbs	\$ <u>285<sup>00</sup></u>
#2		Licensed Capacity _____ lbs	\$ _____
#3		Licensed Capacity _____ lbs	\$ _____
#4		Licensed Capacity _____ lbs	\$ _____

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
Please describe each vehicle bidding, including year, make, and model			
#1	Licensed Capacity	lbs	\$
#2	<i>No Bid</i>		\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
Please describe each vehicle bidding, including year, make, and model			
#1	Licensed Capacity	lbs	\$
#2	<i>No Bid</i>		\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b>OPTION 4</b>			<b>PER HOUR</b>
<b>Light Duty - Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles - 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	<i>No Bid</i>		\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ 25<sup>00</sup>/Hr  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ 25<sup>00</sup>/Hr  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

*Thomas Grant 881-2423*

BUSY/NO RESPONSE :  
 NG : POOR LINE CONDITION  
 CV : COVER PAGE  
 POL : POLLING  
 RET : RETRIEVAL

DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMENT

4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

Boone Co Public works

4.9.2. **Reference #2**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

Boone Co Public Works

4.9.3. **Reference #3**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

Boone Co Public works

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

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

4.10.2. Print Name and Title of Authorized Representative

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



**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: **63-07SEP06**  
Commodity Title: **Snow and Ice Control Services Term and Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 7, 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: **THURSDAY, SEPTEMBER 7, 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**  
**Vehicle Inspection Check List**  
**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 date of award through September 1, 2006 through August 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by the 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/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **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.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – ***Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.*** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
  - 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
  - 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
  - 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
  - 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
  - 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
  - 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

**OPTION 1 Medium Duty – Plow & V - Box Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½’ blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½’ blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

**OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader**

**Minimum** – Single Axle Dump Truck or Flatbed Truck with maximum turning radius of 36’ and equipped with a 10’ blade and 9’ V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity). (See 2.6.3 – 2.6.5 for additional requirements).

**OPTION 3 Light Duty – Plow & Tailgate Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½’ blade.

(See 2.6.3 – 2.6.5 for additional requirements)



## **OPTION 4 Light Duty – Plow Only**

**Minimum** – 1/2 Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid equipment hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.

2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.

2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.

2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b><u>OPTION 1</u></b>		
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader		<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>		
<b>#1</b>	<b>Licensed Capacity      lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity      lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity      lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity      lbs</b>	<b>\$</b>

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 4</u></b>		<b>PER HOUR</b>
<b>Light Duty – Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½’ blade (sidekicks included) Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)		
<b>Please describe each vehicle bidding, including year, make, and model</b>		
<b>#1</b>	<b>Licensed Capacity</b> _____ <b>lbs</b>	<b>\$</b> _____
<b>#2</b>	<b>Licensed Capacity</b> _____ <b>lbs</b>	<b>\$</b> _____
<b>#3</b>	<b>Licensed Capacity</b> _____ <b>lbs</b>	<b>\$</b> _____
<b>#4</b>	<b>Licensed Capacity</b> _____ <b>lbs</b>	<b>\$</b> _____

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.7.1.2. Third Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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4.9.2. **Reference #2**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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4.9.3. **Reference #3**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

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

4.10.2. Print Name and Title of Authorized Representative

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

5.0

### Vehicle Inspection Check List

Bid Option \_\_\_\_\_

Date of Inspection \_\_\_\_\_

BCPW ID # Assigned \_\_\_\_\_ (approved vehicles only)

Make of Vehicle \_\_\_\_\_ Size of Vehicle \_\_\_\_\_ Year \_\_\_\_\_

Type of Bed \_\_\_\_\_ Vehicle Color \_\_\_\_\_

License # \_\_\_\_\_

Plow Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Width \_\_\_\_\_

Plow Up \_\_\_\_\_ Plow Down \_\_\_\_\_ Plow Left \_\_\_\_\_ Plow Right \_\_\_\_\_

Spreader Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Capacity \_\_\_\_\_

Spreader controls in cab \_\_\_\_\_

Spreader on \_\_\_\_\_ Spreader off \_\_\_\_\_

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re – Inspection Required \_\_\_\_\_

Additional Comments:

Authorized for Inspection Payment \_\_\_\_\_ Date \_\_\_\_\_



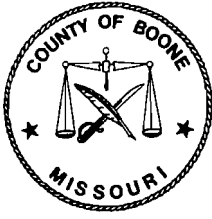
**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***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.



**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

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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: 63-07SEP06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID SE GRANT-3	DATE (MM/DD/YYYY) 10/04/06
PRODUCER  101 E. McCarty Street P.O. Box 1046 Jefferson City MO 65102-1046 Phone: 573-634-2122 Fax: 573-636-7500		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
INSURED  Grant Excavating dba Tom Grant 10351 E Judy School Road Columbia MO 65202		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INS.REF A: <b>United Fire &amp; Casualty Company</b>	<b>13021</b>
		INS.REF B: <b>MO Employers Mutual Ins. Co.</b>	<b>10191</b>
		INS.REF C:	
		INS.REF D:	
		INS.REF E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>60328196</b>	<b>03/26/06</b>	<b>03/26/07</b>	EACH OCCURRENCE <b>\$ 1000000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				ORANGE TO RENTED PREMISES (Ea occurrence) <b>\$ 100000</b>	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) <b>\$ 5000</b>	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY <b>\$ 1000000</b>	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC				GENERAL AGGREGATE <b>\$ 2000000</b>	
					PRODUCTS - COMP/OP AGG <b>\$ 2000000</b>	
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	<b>60328196</b>	<b>03/26/06</b>	<b>03/26/07</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1000000</b>	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) <b>\$</b>	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) <b>\$</b>	
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) <b>\$</b>	
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<b>A</b>	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT <b>\$</b>	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC <b>\$</b>	
					AUTO ONLY AGE <b>\$</b>	
<b>B</b>	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE <b>\$</b>	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE <b>\$</b>	
	<input type="checkbox"/> DEDUCTIBLE				<b>\$</b>	
	<input type="checkbox"/> RETENTION <b>\$</b>				<b>\$</b>	
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>1008697-02</b>	<b>05/17/06</b>	<b>05/17/07</b>	<input checked="" type="checkbox"/> VOL STATE-TORY LIMITS <input type="checkbox"/> OTHER <b>\$</b>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED:				E.L. EACH ACCIDENT <b>\$ 100000</b>	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE <b>\$ 100000</b>	
<b>OTHER</b>					E.L. DISEASE - POLICY LIMIT <b>\$ 500000</b>	
<b>A</b>	<b>Leased/Rented</b>	<b>60328196</b>	<b>03/26/06</b>	<b>03/26/07</b>	<b>\$1000 ded 100000</b>	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

<p><b>CERTIFICATE HOLDER</b></p> <p style="text-align: center;"><b>BOONE13</b></p> <p>Boone County Public Works                  5551 Highway 63 South                  Columbia MO 65201</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>10</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

**THIS AGREEMENT** dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **JC Landscaping**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **63-07SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 6, 2006 and executed by Jeff Cook, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 **one truck @ \$275 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described in the bid specifications 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. Service** - Contractor agrees to provide the services as outlined in the bid specifications.

**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 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 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:

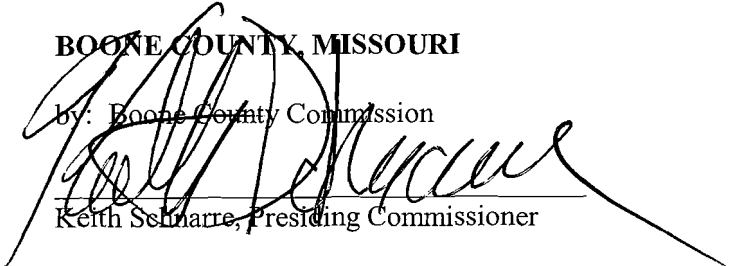
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

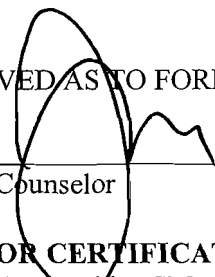
**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**JC LANDSCAPING**

by Jeff Cook  
 title OWNER  
 address 4550 N BOOTH LN  
ROCHEPORT MO 65279

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:  
  
 \_\_\_\_\_  
 County Counselor

ATTEST:  
Wendy S. Noren  
 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.)

June E. Pitchford  
 Signature by eg

9/25/06  
Date

2040/71100 Term/Supply  
Appropriation Account



**4. Response Form**

- 4.1. Company Name: JC LANDSCAPING
- 4.2. Address: 4550 N BOOTH LN
- 4.3. City/Zip: ROCHEPORT MO 65228
- 4.4. Phone Number: 573-234-1335
- 4.5. Fax Number: 573-234-1338
- 4.6. Federal Tax ID: 43-1783684
- 4.6.1. ( ) Corporation  
 ( ) Partnership - Name \_\_\_\_\_  
 ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) MINORITY-OWNED BUSINESS

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b>OPTION 1</b>		
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 1/2' blade (sidekicks included) Dual Wheeled Vehicles – 8 1/2' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader		PER HOUR
Please describe each vehicle bidding, including year, make, and model		
#1	1997 DODGE 1 TON Licensed Capacity <u>2400</u> lbs	\$ <u>275<sup>00</sup></u>
#2	Licensed Capacity      lbs	\$
#3	Licensed Capacity      lbs	\$
#4	Licensed Capacity      lbs	\$

<b>OPTION 2</b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b>			
Single Axle Dump Truck or Flatbed Truck			
Maximum turning radius of 36'			
10' blade (sidekicks included)			
4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b>OPTION 3</b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b>			
4 WD Pickup or Flatbed			
7 ½' blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b>OPTION 4</b>			<b>PER HOUR</b>
<b>Light Duty – Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ \$290<sup>00</sup>  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ \$300<sup>00</sup>  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Jeff Cook ~~229~~ 234-1335, 219-2031

4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

BOOWE COUNTY

4.9.2. **Reference #2**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

BOOWE COUNTY

4.9.3. **Reference #3**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

BOOWE COUNTY

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

Jeff Cook

Date: 9-6-06

4.10.2. Print Name and Title of Authorized Representative

JEFF COOK OWNER

Date: 9-6-06



## **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: **63-07SEP06**  
Commodity Title: **Snow and Ice Control Services Term and Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 7, 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: **THURSDAY, SEPTEMBER 7, 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**
- Vehicle Inspection Check List**  
**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 date of award through September 1, 2006 through August 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by the 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/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **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.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

### **OPTION 1 Medium Duty – Plow & V - Box Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader**

**Minimum** – Single Axle Dump Truck or Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity).

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 3 Light Duty – Plow & Tailgate Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)



## **OPTION 4 Light Duty – Plow Only**

**Minimum** – 1/2 Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.

- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid equipment hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

- 2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

- 2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.
- 2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.
- 2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

- 2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.
- 2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.
- 2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b><u>OPTION 1</u></b>			
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b>OPTION 4</b>			
<b>Light Duty – Plow Only</b>			
½ Ton 4 WD Pickup or Flatbed			<b>PER HOUR</b>
7 ½' blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ \_\_\_\_\_

Option 2 \$ \_\_\_\_\_

Option 3 \$ \_\_\_\_\_

Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ \_\_\_\_\_

Option 2 \$ \_\_\_\_\_

Option 3 \$ \_\_\_\_\_

Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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- 4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.
- 4.9.1. **Reference #1**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.2. **Reference #2**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.3. **Reference #3**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

- 4.10.1. Authorized Representative (Sign By Hand):

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

- 4.10.2. Print Name and Title of Authorized Representative

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

5.0

### Vehicle Inspection Check List

Bid Option \_\_\_\_\_

Date of Inspection \_\_\_\_\_

BCPW ID # Assigned \_\_\_\_\_ (approved vehicles only)

- Make of Vehicle \_\_\_\_\_ Size of Vehicle \_\_\_\_\_ Year \_\_\_\_\_
- Type of Bed \_\_\_\_\_ Vehicle Color \_\_\_\_\_
- License # \_\_\_\_\_
- Plow Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Width \_\_\_\_\_
- Plow Up \_\_\_\_\_ Plow Down \_\_\_\_\_ Plow Left \_\_\_\_\_ Plow Right \_\_\_\_\_
- Spreader Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Capacity \_\_\_\_\_
- Spreader controls in cab \_\_\_\_\_
- Spreader on \_\_\_\_\_ Spreader off \_\_\_\_\_
- Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)
- Re – Inspection Required \_\_\_\_\_
- Additional Comments:
  
- Authorized for Inspection Payment \_\_\_\_\_ Date \_\_\_\_\_



**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.



**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

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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: 63-07SEP06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CL  
JCLAN-2

DATE (MM/DD/YYYY)  
10/11/06

<b>PRODUCER</b> Naught-Naught/Million Agency 513 E Spring St, P O Box 114 Boonville MO 65233 Phone: 660-882-2800 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> JC Landscaping Jeffrey Cook 4550 N Boothe Lande Rocheport MO 65279		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: American States Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 19704

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER MONEY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC. <input type="checkbox"/>	01CE310426-9	12/01/05	12/01/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if occurred) \$ 200,000 MED EXP - Any one person \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	01CE310426-9	12/01/05	12/01/06	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AUTO ONLY - AGG \$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000	01SU32556140	12/01/05	12/01/06	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> Boone County Purchasing 601 East Walnut Room #209 Columbia MO 65201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Naught-Naught/Million Agency
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**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Diamond "C" Services**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **63-07SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 5, 2006 and executed by Michael Crane, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 **two trucks @ \$260 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck and one truck @ \$275 per hour for Snow and Ice Control Services for Option 2 – Medium/Heavy Duty Plow and V-Box Spreader**. Vehicles shall be fully equipped as described in the bid specifications 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. Service** - Contractor agrees to provide the services as outlined in the bid specifications.

**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 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 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.

**DIAMOND "C" SERVICES**

by Michael Crane  
 title President  
 address 8100 E Cedar Hills Rd  
Ashland Mo. 65010

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
 Keith Schmarre, Presiding Commissioner

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 County Counselor

ATTEST:

Wendy S Noreh  
 Wendy S. Noreh, 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.)

James E. Pitchford  
 Signature by egj

9/25/06  
 Date

2040/71100 Term/Supply  
 Appropriation Account

**4. Response Form**

4.1. Company Name: Diamond "C." Services  
 4.2. Address: 8100 E Cedar Hills Rd  
 4.3. City/Zip: Ashland MO 65010  
 4.4. Phone Number: 573-657-1943  
 4.5. Fax Number: 573-0952  
 4.6. Federal Tax ID: 431830293

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

4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

<b><u>OPTION 1</u></b>		
<b>Medium Duty Plow &amp; V-Box Spreader</b>		
4WD Pickup or Flatbed		
7 1/2' blade (sidekicks included)		<b>PER HOUR</b>
Dual Wheeled Vehicles – 8 1/2' blade (sidekicks included)		
2.0 C.Y. (struck capacity) V-Box Spreader		
Please describe each vehicle bidding, including year, make, and model		
#1	"97" Ford 250 Licensed Capacity <u>12k</u> lbs	\$ <u>260<sup>00</sup></u>
#2	<sup>2000</sup> "00" Chevy 2500 Licensed Capacity <u>18k</u> lbs	\$ <u>260<sup>00</sup></u>
#3	Licensed Capacity      lbs	\$
#4	Licensed Capacity      lbs	\$



**OPTION 2**

**Medium/ Heavy Duty Plow & V-Box Spreader**

Single Axle Dump Truck or Flatbed Truck

Maximum turning radius of 36'

10' blade (sidekicks included)

4.0 C.Y. (struck capacity) Bulk Spreader

**PER HOUR**

Please describe each vehicle bidding, including year, make, and model

#1	" 85 " Int 1900	Licensed Capacity 30k lbs	\$ 245 <sup>00</sup>
#2		Licensed Capacity lbs	\$
#3		Licensed Capacity lbs	\$
#4		Licensed Capacity lbs	\$

**OPTION 3**

**Light Duty - Plow & Tailgate Spreader**

4 WD Pickup or Flatbed

7 1/2' blade (sidekicks included)

Dual Wheeled Vehicles - 8 1/2' blade (sidekicks included)

Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material

**PER HOUR**

Please describe each vehicle bidding, including year, make, and model

#1		Licensed Capacity lbs	\$
#2		Licensed Capacity lbs	\$
#3		Licensed Capacity lbs	\$
#4		Licensed Capacity lbs	\$

<b>OPTION 4</b>			<b>PER HOUR</b>
<b>Light Duty – Plow Only</b>			
½ Ton 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included)			
Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ 20<sup>00</sup>  
Option 2 \$ 20<sup>00</sup>  
Option 3 \$ \_\_\_\_\_  
Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ 20<sup>10</sup>  
Option 2 \$ 20<sup>10</sup>  
Option 3 \$ \_\_\_\_\_  
Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name: Sheri Brown  
Company Name: MFA  
Address: Hwy 763 Columbia  
Telephone:  
Brief Description of Work: Clear lot + Do Ice control

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4.9.2. **Reference #2**

Individual Name: Sparky  
Company Name: Worker Works  
Address: Big Bear Blvd.  
Telephone:  
Brief Description of Work: Clear lot + Do Ice Control

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4.9.3. **Reference #3**

Individual Name: Boone County  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

Michael D Crane Date: 9-5-06

4.10.2. Print Name and Title of Authorized Representative

Michael D Crane Pres Date: 9-5-06



## **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: **63-07SEP06**  
Commodity Title: **Snow and Ice Control Services Term and Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 7, 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: **THURSDAY, SEPTEMBER 7, 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**  
**Vehicle Inspection Check List**  
**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 date of award through September 1, 2006 through August 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by the 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/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **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.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – ***Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.*** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

- otherwise directed.
- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.
- 2.6. **MINIMUM EQUIPMENT SPECIFICATIONS**
- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

### **OPTION 1 Medium Duty – Plow & V - Box Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader**

**Minimum** – Single Axle Dump Truck or Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity).

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 3 Light Duty – Plow & Tailgate Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

## **OPTION 4 Light Duty – Plow Only**

**Minimum** – 1/2 Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.



- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid equipment hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

- 2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

- 2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.
- 2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.
- 2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

- 2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.

- 2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.

- 2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymmo.org](mailto:hturner@boonecountymmo.org).

**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b>OPTION 1</b>			
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 4</u></b>			<b>PER HOUR</b>
<b>Light Duty – Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½’ blade (sidekicks included) Dual Wheeled Vehicles – 8 ½’ blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.7.1.2. Third Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

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4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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4.9.2. **Reference #2**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

---

4.9.3. **Reference #3**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

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**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

Michael D Crane

Date: 10/9/06

4.10.2. Print Name and Title of Authorized Representative

Michael D Crane

Date: 10/9/06



5.0

### Vehicle Inspection Check List

Bid Option \_\_\_\_\_

Date of Inspection \_\_\_\_\_

BCPW ID # Assigned \_\_\_\_\_ (approved vehicles only)

Make of Vehicle \_\_\_\_\_ Size of Vehicle \_\_\_\_\_ Year \_\_\_\_\_

Type of Bed \_\_\_\_\_ Vehicle Color \_\_\_\_\_

License # \_\_\_\_\_

Plow Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Width \_\_\_\_\_

Plow Up \_\_\_\_\_ Plow Down \_\_\_\_\_ Plow Left \_\_\_\_\_ Plow Right \_\_\_\_\_

Spreader Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Capacity \_\_\_\_\_

Spreader controls in cab \_\_\_\_\_

Spreader on \_\_\_\_\_ Spreader off \_\_\_\_\_

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re – Inspection Required \_\_\_\_\_

Additional Comments:

Authorized for Inspection Payment \_\_\_\_\_ Date \_\_\_\_\_



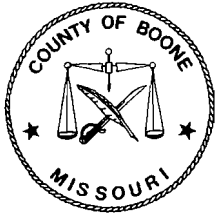
**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

***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.



**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: 63-07SEP06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

**AUTOMOBILE INSURANCE IDENTIFICATION CARD**  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE  
FOR PRODUCTION UPON DEMAND

SHELTER MUTUAL INSURANCE COMPANY 1-800-SHELTER  
1817 W. BROADWAY COLUMBIA, MO. 65218-0001  
AGENT: ROMA WANNEMAN INS AGCY INC 573-446-5808  
POLICY NO. 24-1-3327753-2 BIPD: S/L 1,000,000  
EFFECTIVE DATE 05-02-2006 EXPIRATION DATE 11-02-2006  
1997 FORD F250 4W HD XL SUPER VIN 1FTHX26GOVEB45483  
NAIC #23388

MICHAEL AND KATHY CRANE



**AUTOMOBILE INSURANCE IDENTIFICATION CARD**  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE  
FOR PRODUCTION UPON DEMAND

SHELTER MUTUAL INSURANCE COMPANY 1-800-SHELTER  
1817 W. BROADWAY COLUMBIA, MO. 65218-0001  
AGENT: ROMA WANNEMAN INS AGCY INC 573-446-5808  
POLICY NO. 24-1-3327753-2 BIPD: S/L 1,000,000  
EFFECTIVE DATE 05-02-2006 EXPIRATION DATE 11-02-2006  
1997 FORD F250 4W HD XL SUPER VIN 1FTHX26GOVEB45483  
NAIC #23388

MICHAEL AND KATHY CRANE



**KEEP ONE CARD IN YOUR MOTOR VEHICLE AND CARRY THE OTHER CARD WITH YOU**

**AUTOMOBILE INSURANCE IDENTIFICATION CARD**  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE  
FOR PRODUCTION UPON DEMAND

SHELTER GENERAL INSURANCE COMPANY 1-800-SHELTER  
1817 W. BROADWAY COLUMBIA, MO. 65218-0001  
AGENT: ROMA WANNEMAN INS AGCY INC 573-446-5808  
POLICY NO. 24-1-C-3327753-7 BIPD: S/L 1,000,000  
EFFECTIVE DATE 09-20-2006 EXPIRATION DATE 12-20-2006  
1985 INTER FLATBED VIN 1HTLDUXP9FHA35213  
NAIC #23361

MICHAEL AND KATHY CRANE



**AUTOMOBILE INSURANCE IDENTIFICATION CARD**  
THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE  
FOR PRODUCTION UPON DEMAND

SHELTER GENERAL INSURANCE COMPANY 1-800-SHELTER  
1817 W. BROADWAY COLUMBIA, MO. 65218-0001  
AGENT: ROMA WANNEMAN INS AGCY INC 573-446-5808  
POLICY NO. 24-1-C-3327753-7 BIPD: S/L 1,000,000  
EFFECTIVE DATE 09-20-2006 EXPIRATION DATE 12-20-2006  
1985 INTER FLATBED VIN 1HTLDUXP9FHA35213  
NAIC #23361

MICHAEL AND KATHY CRANE





SHELTER INSURANCE COMPANIES  
1817 West Broadway  
Columbia, MO 65218-0001  
1-800-743-5837

**PREMIUM NOTICE**



**POLICY NUMBER**

24-31-3327753-2

**RENEWAL PERIOD**

12 MONTHS FROM

**DUE DATE**

DEC 05, 2005 AT 12:01 A.M.

**KIND OF POLICY**

GENERAL LIABILITY

**PREMIUM DUE**

\$594.00

000031 OPEN111505  
#24-B871-03  
DIAMOND C SERVICES INC  
8100 E CEDAR HILLS RD  
ASHLAND MO 65010-9361



AGENT: ROMA WONNEMAN INS AGCY INC  
1400 FORUM BLVD #9  
COLUMBIA, MO 65203  
573-446-5808  
24-B871-3



**TERRORISM REINSURANCE**

Coverage for acts of terrorism is included in your policy at no charge. 90% of any losses caused by certified acts of terrorism and paid by Shelter would be reimbursed by the United States.

**PLEASE DETACH AND RETURN WITH PAYMENT - SEE REVERSE SIDE FOR POLICY CHANGE FORM**

**PURCHASE AGREEMENT  
FOR  
SNOW AND ICE CONTROL SERVICES TERM AND SUPPLY**

THIS AGREEMENT dated the 28 day of September 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Greg Alderson Trucking and Excavating**, 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 **Snow and Ice Control Services Term and Supply**, County of Boone Request for Bid, bid number **63-07SEP06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated September 6, 2006 and executed by Greg Alderson, 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 un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through August 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for 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 **two trucks @ \$285 per hour for Snow and Ice Control Services for Option 1 – Medium Duty – Plow & V-Box Spreader, 4-WD Pickup or Flatbed Truck**. Vehicles shall be fully equipped as described in the bid specifications 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. **Service** - Contractor agrees to provide the services as outlined in the bid specifications.

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 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 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.

**GREG ALDERSON TRUCKING & EXCAVATING**

by Greg Alderson

title owner

address 19555 N Hwy 63  
Sturgeon Mo 65204

**BOONE COUNTY, MISSOURI**

by 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 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.)

James E. Pitchford  
Signature by cg

9/25/06  
Date

2040/71100 Term/Supply  
Appropriation Account

**4. Response Form**

- 4.1. Company Name: Greg Alderson Trucking and Excavating (G.A.T.E.)
- 4.2. Address: 19555 N Hwy 63
- 4.3. City/Zip: Sturgeon Mo 65284
- 4.4. Phone Number: 573-819-1950
- 4.5. Fax Number: 573-687-3914
- 4.6. Federal Tax ID: 02-0770369
- 4.6.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) L.L.C.

4.7. **PRICING**-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.

<b>OPTION 1</b>		
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 1/2' blade (sidekicks included) Dual Wheeled Vehicles – 8 1/2' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader		PER HOUR
Please describe each vehicle bidding, including year, make, and model		
#1	1999 Dodge 3500 Licensed Capacity <u>2400</u> lbs	\$ <u>285.<sup>00</sup></u>
#2	2005 Chevy 3500 Licensed Capacity <u>3600</u> lbs	\$ <u>285.<sup>00</sup></u>
#3	Licensed Capacity _____ lbs	\$ _____
#4	Licensed Capacity _____ lbs	\$ _____



<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

<b><u>OPTION 4</u></b>			<b>PER HOUR</b>
<b>Light Duty – Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
Please describe each vehicle bidding, including year, make, and model			
#1	Licensed Capacity	lbs	\$
#2	Licensed Capacity	lbs	\$
#3	Licensed Capacity	lbs	\$
#4	Licensed Capacity	lbs	\$

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

Option 1 \$ 15.00  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.7.1.2. Third Contract Term

Option 1 \$ 15.00  
 Option 2 \$ \_\_\_\_\_  
 Option 3 \$ \_\_\_\_\_  
 Option 4 \$ \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

Greg Alderson - 573-819-1950  
Daniel Larkin - 573-999-7393 - Driver

4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.

4.9.1. **Reference #1**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

Boone County Public Works 2005

Snow Removal + Ice Control

4.9.2. **Reference #2**

Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:

Boone County Public Works 2004

Snow Removal

4.9.3. **Reference #3**

Individual Name:  
Company Name: Mid-city Lumber  
Address: Mike Teek  
Telephone: 474-9531  
Brief Description of Work:

Snow Removal + Ice Control

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

4.10.1. Authorized Representative (Sign By Hand):

Greg Alderson

Date: 9/6/06

4.10.2. Print Name and Title of Authorized Representative

Greg Alderson owner

Date: 9/6/06



## **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: **63-07SEP06**  
Commodity Title: **Snow and Ice Control Services Term and Supply**

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

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

Day / Date: **THURSDAY, SEPTEMBER 7, 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: **THURSDAY, SEPTEMBER 7, 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**  
**Vehicle Inspection Check List**  
**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 date of award through September 1, 2006 through August 31, 2007, and may be automatically renewed for an additional two (2) years unless canceled by the 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/SERVICE TO BE PROVIDED** – For the furnishing of **Snow and Ice Control Services** for Boone County subdivisions and other assigned streets. Snow removal shall be defined as the complete and total relocation of fallen and drifting snow in the traveled roadway.
- 2.1.2. An “Event” shall be defined as the period of time during which emergency snow removal procedures are initiated and deemed completed by the Boone County Public Works Department. If applicable, a new event will be identified when a span of twelve hours separates snowfalls. The required services shall be extended to include ice control activities as specified herein.
- 2.1.3. Boone County intends to initiate an event when there is approximately two inches (2”) of snowfall accumulation on the roads and may initiate an event for lesser accumulations or for an ice event. It is at Boone County’s sole discretion as to whether or not to call out snow contractors. Two inches is used as a **guideline** and we will also consider the weather forecast in our decision making process. The County intends to use the contractors as it deems necessary and reasonable to provide efficient and effective service to the citizens of Boone County. Contractors will be directed at call out on how to proceed. **The following three (3) scenarios will apply:** **1. Heavy snow** is predicted, contractors shall open all intersections, apply salt as described and blade a minimum of twenty-two (22) feet in width for the entire group and order assigned. Once all roadways within group have been opened and intersections salted, contractor shall start with the last group and work backwards until all roadways have been plowed from curb to curb or edge to edge. Additional applications of salt may be required and will be directed by BCPW. **2. Light snow** is predicted. Contractor shall open all intersections; apply salt as described and blade from curb to curb and edge to edge. **3. Icing Event** – Contractors will be called out to apply salt in all intersections and other assigned areas. Not all trucks may be called out for icing events.
- 2.2. **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.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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.
- 2.5. **MINIMUM SNOW REMOVAL AND ICE CONTROL SERVICES**
- 2.5.1. A Contractor shall not supplement approved equipment with equipment that is not approved.
- 2.5.2. Contractor will be assigned a route or routes by Boone County Public Works once all contract awards are approved by the County Commission. – **Routes will generally be designed for completion of services within 8 – 12 hours for an average storm event and will vary based upon the total number of contractors.** Contractor may be reassigned to assist in other routes upon request of the Director of Public Works or their designee. Contractor shall allow assistance by others as deemed necessary by Boone County Public Works and shall only invoice for hours actually worked at the bid rate.
- 2.5.3. The goal for the services bid is to provide the safest environment possible for the traveling public within Boone County Maintained Right of Ways during snow and ice events. The Contractor(s) shall work continuously with approved equipment while plowing, plowing and spreading, or spreading materials as assigned in order to keep the roads passable at all times. Priorities shall be the routes established, (to be created after bids are awarded and approved by the County Commission) unless otherwise directed by the Director of Public Works or their designee. All snow and ice removal activities shall be done in specified order starting with page one unless

otherwise directed.

- 2.5.4. The traveled roadway shall include the entire roadway surface occupied between the curbs or edge of pavement on non-curbed streets. All pushed snow must be placed in an area that does not create any driving hazards.
- 2.5.5. It is not acceptable for the Contractor to push snow onto a roadway where the County or another agency provides the snow removal services. The County has specific snow routes and it should **not** be assumed that they would remove any snow deposited by your firm. Snow shall not be pushed into a private driveway, **in front of mailboxes, or storm drainage structures**, except for the normal windrow of the plow.
- 2.5.6. Ice Control will include the application of Rock Salt (NaCl) and / or abrasive mixes. The County will supply the ice control materials in bags or bulk as needed and will load during the events only from the Boone County South Facility. Additional materials may be required during an event, therefore contractors will be paid for the time it takes to re-supply and re-mobilize. Materials shall be placed only on county maintained roadways designated by the routes unless otherwise directed by the Director of Public Works or their designee.
- 2.5.7. The applications of ice control materials shall be made at **all** intersecting streets as measured 100 feet from the center of the intersection or otherwise directed or shown on the route maps.
- 2.5.8. **Ice Control Application Rates:** Application rates will be determined by Boone County Public Works.
- 2.5.9. The County reserves the right to ask for reapplication of ice control or redo areas that were plowed if performance is deemed insufficient. Contractor will be required to reapply in a timely manner.
- 2.5.10. **EXCEPTION TO BOTH SNOW REMOVAL AND ICE CONTROL** - An exception to the removal requirement shall be made for vehicles parked on the street. These areas **will not** require manual labor for removal of snow or the treatment of ice cover to the curb.

## 2.6. MINIMUM EQUIPMENT SPECIFICATIONS

- 2.6.1. Contractor will have the following options to bid on. **Contractor is not required to bid all options.**

### **OPTION 1 Medium Duty – Plow & V - Box Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade and V - Box Slide In Spreader capable of holding 2.0 C.Y. (Struck Capacity).

- A dual wheeled vehicle shall provide a 8 ½' blade with the same minimum spreader specifications.

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 2 Medium / Heavy Duty – Plow & V – Box Spreader**

**Minimum** – Single Axle Dump Truck or Flatbed Truck with maximum turning radius of 36' and equipped with a 10' blade and 9' V - Box Spreader capable of holding 4.0 C.Y. (Struck Capacity).

(See 2.6.3 – 2.6.5 for additional requirements).

### **OPTION 3 Light Duty – Plow & Tailgate Spreader**

**Minimum** – 4 Wheel Drive Pickup or Flatbed Truck equipped with a minimum 500 lb. Tailgate Spreader and the capability of hauling 1,500 lbs of salt.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements)

## **OPTION 4 Light Duty – Plow Only**

**Minimum** – 1/2 Ton 4 Wheel Drive Pickup or Flatbed Truck equipped with a 7 ½' blade.

- A dual wheeled vehicle shall provide an 8 ½' blade.

(See 2.6.3 – 2.6.5 for additional requirements).

- 2.6.2. Units shall have cab mounted plow and spreader controls to allow one-man operation. Plows shall be capable of being raised, lowered and with the ability to rotate to the left and to the right.
- 2.6.3. Material spreader shall be capable of evenly distributing free flowing granular materials over an area at least one travel lane in width. The spreader shall be a device specifically designed for snow and ice control operations which will distribute salt over the roadway at a variable or calibrated rate.
- 2.6.4. **OPERATOR TRAINING / VEHICLE INSPECTIONS** – Operator training and vehicle inspections will be performed at the Pre-Season Snow Contractors Meeting conducted in late October. All equipment that is awarded must be presented at this time for inspection. Only approved vehicles will be used in performance of this contract. **A copy of the required check list is attached as 5.0.**
- 2.6.5. Contractor shall receive \$250.00 for each vehicle awarded that is presented and passes the Mandatory Items required for inspection at the Pre-Season Snow Contractors Meeting, to be used in conjunction with this contract. All equipment must be mounted and operational. **If any of the mandatory items required (including driver) are not presented or pass inspection, the Contractor will not be awarded the \$250.00 for that vehicle.** Vehicles and equipment required by contract that are not presented for the inspection or pass the inspection, must be scheduled for a re-inspection during normal working hours. Additional vehicles and equipment that may be used as substitutes may be inspected at the Pre-Season Snow Contractors Meeting, but will not receive any compensation for such. **Renewals – If the County chooses to renew the contracts as per this agreement, Contractors will be obligated to attend the Pre-Season Snow Contractors Meeting each subsequent year. Compensation under this initial contract will remain in effect for all renewals as long as contractor provides the necessary equipment and documentation as required.**
- 2.6.6. All operators and / or supervisors committed to carrying out the terms of this contract are **required** to attend this meeting.
- 2.6.7. The County specifically reserves the right to discontinue using any unit of equipment at any time, with the County being the sole judge as to whether or not the equipment is performing satisfactorily.
- 2.7. **RESPONSE TIME** - The Contractor(s) will be required to respond within one (1) hour from notification to proceed or as directed by the Director of Public Works or their designee. The Contractor(s) shall execute the work continuously and in an orderly, timely and efficient manner. Contractor shall not deviate from assigned snow route nor execute any other work while performing under this contract with the County. The primary objective will be to provide driving conditions that will allow for the safe passage of all emergency and general public vehicles.
- 2.7.1. All equipment and personnel placed on contract as a result of this bid must be available upon request at anytime on a twenty-four (24) hour day, seven (7) day a week basis, and shall be employed as directed by the Director of Public Works or their designee. Contractors are required to supply the County with methods of contact at beginning of event. Methods of contact include home phone number, pager number, etc.
- 2.8. **CONTRACTOR'S RESPONSIBILITIES**
- 2.8.1. Contractor(s) are required to identify their equipment in their bid response. Upon execution of the contract, the Public Works Department will inspect the Contractor(s) equipment including plows and spreaders.



- 2.8.2. Contractor(s) shall keep all equipment in good working order and possess a valid vehicle inspection in accordance with Missouri State law. The contractor must also ensure that the vehicle and equipment do not exceed the vehicle's license rating.
- 2.8.3. Contractor(s) shall equip each vehicle with a mobile phone and file that phone number and any changes that occur during the contract period with the Public Works Department. A \$50.00 deduction may be applied for each occasion during the event upon which an operator could not be successfully contacted or reached over a cellular phone not to exceed \$150.00 per event.
- 2.8.4. Contractor(s) shall immediately notify the Public Works Department if Contractor is unable to perform any aspect of contracted duties. This includes all breakdowns, breaks, lunch / dinner and any other reason that has placed the vehicle out of service.
- 2.8.5. Contractor(s) must insure that each operator is insurable, properly licensed, and fit for duty. Arrangements for substitute drivers shall be the responsibility of the contractor should it be necessary.
- 2.8.6. Contractor(s) shall report any damage to the property of others or bodily injury of others, to their insurance company for restitution or make other arrangements with the owner to repair or compensate. The Public Works Department shall be notified of any such event. The Contractor is responsible for obtaining a police report from the appropriate law enforcement agency.
- 2.8.7. If mailboxes are damaged during operations beyond use by the U.S. Postal Service, a temporary box will be installed within 24 hours by the Contractor. Permanent repairs will be scheduled with the homeowner/business and the Public Works Department will be notified of scheduling.
- 2.9. **EVALUATION OF CONTRACT AWARD**
- 2.9.1. Awards will be based on bid responses meeting the minimum specifications and which bids have been determined to provide the greatest value to the county. Previous contract performance will be taken into consideration upon bid award.
- 2.10. **PAYMENT PER UNIT**
- 2.10.1. The payment for each unit of equipment will be for the actual "operating" time at the bid hourly rate. Time will be verified by the Contractor for each piece of equipment. The actual time on and off the job shall be as certified by the designated County representative. The start time will commence for OPTIONS #'s 1, 2 & 3 when Contractor checks in at the Boone County Public Works South Facility. Start time will commence for OPTION # 4 once Contractor reports to the designated route and calls in to our on call services. Stop time is when Contractor is relieved from duty by the Director of Public Works or their designee. All equipment is expected to be fueled and the operator ready to work before arriving.
- 2.10.2. Hourly rates submitted shall include supervision, the operator, fuel, lubricants, tire chains, supplies (excluding salt), repairs and maintenance of equipment.
- 2.10.3. The County will not compensate for meal time, sleep time, or excessive downtime. The County will allow time for minor repairs, adjustments and fueling not to exceed five percent (5%) of the actual time worked on any calendar day. If the Contractor furnishes a piece of equipment that is deemed by the County not to be in good working order, the County will not pay for any time for the use of such equipment.
- 2.10.4. No compensation will be allowed over and above the bid equipment hourly rates.
- 2.10.5. **Minimum Total Contract Payment** - In the event that not enough snow accumulates during the entire winter season for Boone County to activate any portion of the contract, the Contractor may apply for a lump sum payment of \$1,500.00 for each contracted vehicle. Payment shall be authorized after April 15th of following season. Deadline for Contractors to request and collect payment is August 1st of the following season. The full payment shall not be made if any activity is pursued with the contract and/or payment for any services has been authorized. Payment will decrease by actual amount paid to Contractor during the winter season excluding the inspection meeting payment. Contractor needs to have fulfilled all obligations of contract before eligible for full or partial guaranteed payment.
- 2.10.6. **Minimum Event Payment** – Contractor will receive a minimum of two (2) hours of pay for each required vehicle that is activated by Boone County and reports on time for each "event". The minimum payment will be decreased by actual compensation earned by hours worked during each

event.

- 2.10.7. **Prevailing Wage** - The State of Missouri has advised that Prevailing Wage does not apply to this contract.

2.11. **CONTRACT TERMINATION**

- 2.11.1. If a Contractor(s) demonstrates excessive non-performance, the County may deem performance to be unsatisfactory and the contract may be canceled after notice of one week.
- 2.11.2. Examples of non-performance include failure to apply specified sufficient ice control, repeated equipment failures or performing non-County contractual work items while logging time for the County.
- 2.11.3. The County reserves the right to hire another Contractor or perform work in-house in the event the original Contractor cannot perform contracted services within a reasonable amount of time as determined by the Director of Public Works or their designee.

2.12. **ADDITIONAL INFORMATION**

- 2.12.1. In the Bid Response, Section 4.7., please note that the numbered sequence of subdivisions also gives the Bidder the priority of locations required in service during an event.
- 2.13. **BOONE COUNTY INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. AM Best posts the financial standing of carriers. The A VI (6) represents that the carrier is in good financial standing. If there is a carrier that is a B+, their financial standing has been downgraded.
- 2.13.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.13.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 2.13.3. The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.13.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.13.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.14. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.15. **BID CLARIFICATION CONTACT** – For bid clarification, direct questions to the Boone County Purchasing Department, Heather Turner, CPPB, Senior Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: (573) 886-4392; Facsimile (573) 886-4390 or email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

**3. Response Presentation and Review**

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

**4. Response Form**

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

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

4.7. **PRICING-Bidders are bidding the services by the hour for each type of vehicle and equipment requested. Routes will be based on the number of bidders and will be determined after review of the bids.**

<b><u>OPTION 1</u></b>			
<b>Medium Duty Plow &amp; V-Box Spreader</b> 4WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) 2.0 C.Y. (struck capacity) V-Box Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 2</u></b>			
<b>Medium/ Heavy Duty Plow &amp; V-Box Spreader</b> Single Axle Dump Truck or Flatbed Truck Maximum turning radius of 36' 10' blade (sidekicks included) 4.0 C.Y. (struck capacity) Bulk Spreader			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 3</u></b>			
<b>Light Duty – Plow &amp; Tailgate Spreader</b> 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included) Min. 500lb spreader capacity w/vehicle capable of hauling 1,500 lbs of material			<b>PER HOUR</b>
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

<b><u>OPTION 4</u></b>			<b>PER HOUR</b>
<b>Light Duty – Plow Only</b> ½ Ton 4 WD Pickup or Flatbed 7 ½' blade (sidekicks included) Dual Wheeled Vehicles – 8 ½' blade (sidekicks included)			
<b>Please describe each vehicle bidding, including year, make, and model</b>			
<b>#1</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#2</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#3</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>
<b>#4</b>	<b>Licensed Capacity</b>	<b>lbs</b>	<b>\$</b>

4.7.1. **Renewals**-Bidders shall provide proposed maximum dollar amounts of increases for potential renewal periods. Acceptance of proposed renewal pricing is at the sole discretion of the County.

4.7.1.1. Second Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.7.1.2. Third Contract Term

**Option 1 \$** \_\_\_\_\_  
**Option 2 \$** \_\_\_\_\_  
**Option 3 \$** \_\_\_\_\_  
**Option 4 \$** \_\_\_\_\_

4.8. List all contact names, telephone numbers, cellular telephone numbers, and/or pager numbers. Use additional sheets if required.

---



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- 4.9. **References** – Bidder must provide three (3) references for services rendered to commercial clients, which are similar in size and scope.
- 4.9.1. **Reference #1**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.2. **Reference #2**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

- 4.9.3. **Reference #3**  
Individual Name:  
Company Name:  
Address:  
Telephone:  
Brief Description of Work:
- 

**PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE**

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

- 4.10.1. Authorized Representative (Sign By Hand):

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

- 4.10.2. Print Name and Title of Authorized Representative

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



5.0

### Vehicle Inspection Check List

Bid Option \_\_\_\_\_

Date of Inspection \_\_\_\_\_

BCPW ID # Assigned \_\_\_\_\_ (approved vehicles only)

Make of Vehicle \_\_\_\_\_ Size of Vehicle \_\_\_\_\_ Year \_\_\_\_\_

Type of Bed \_\_\_\_\_ Vehicle Color \_\_\_\_\_

License # \_\_\_\_\_

Plow Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Width \_\_\_\_\_

Plow Up \_\_\_\_\_ Plow Down \_\_\_\_\_ Plow Left \_\_\_\_\_ Plow Right \_\_\_\_\_

Spreader Manufacturer \_\_\_\_\_ Model # \_\_\_\_\_ Capacity \_\_\_\_\_

Spreader controls in cab \_\_\_\_\_

Spreader on \_\_\_\_\_ Spreader off \_\_\_\_\_

Meets Manufacturers Recommendations for Equipment installed. (Must include load capacity)

Re – Inspection Required \_\_\_\_\_

Additional Comments:

Authorized for Inspection Payment \_\_\_\_\_ Date \_\_\_\_\_



**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: 63-07SEP06**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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

**PRODUCER**  
101 E. McCarty Street  
P.O. Box 1046  
Jefferson City MO 65102-1046  
Phone: 573-634-2122 Fax: 573-636-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Greg Alderson Construction LLC  
Greg Alderson  
19555 North Hwy 63  
Sturgeon MO 65284

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western Group	10804
INSURER B: MO Employers Mutual Ins. Co.	10191
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CWP 2498308	11/12/05	11/12/06	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CWP 2498308	11/12/05	11/12/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1002966-02	03/16/06	03/16/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A		<b>OTHER</b> Leased/Rented	CWP 2498308	11/12/05	11/12/06	\$500 ded 90000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

### CANCELLATION

BOONE13  
  
Boone County Public Works  
5551 Highway 63 South  
Columbia MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
*Jessica C. Edwards*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 20 06


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

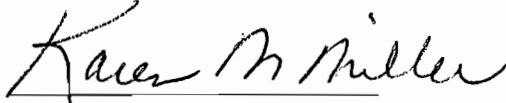
Now on this day the County Commission of the County of Boone does hereby award the agreement for our Centrex telephone system to CenturyTel. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



## CenturyTel Special Access Services Agreement

This Agreement serves as a confirmation of The County of Boone's choice of CenturyTel of Missouri, LLC, service (the "Service") and payment plan offered by CenturyTel of Missouri, LLC hereinafter called CenturyTel. The prices, terms and conditions under which the Service is provided are controlled by tariffs filed with the applicable public utility commission.

**WHEREAS**, CenturyTel values The County of Boone's business and desires to provide pricing and other considerations to Customer based upon Customer's purchase of a minimum commitment of CenturyTel Special Access Services (hereinafter referred to as "the Services") and Customer desires to obtain such special pricing and other considerations with respect to the purchase of the Services from CenturyTel.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, CenturyTel and Customer hereby agree as follows:

**Section 1. Term and Renewal of Service.** This Agreement shall be effective for a period of 18 months (thru Dec. 31, 2007) (hereinafter referred to as "the Service Term") from the initial service date of July 1, 2006 or such other date as may subsequently be mutually agreed upon by and between CenturyTel and Customer ("the Initial Service Date"). The term for providing the Service corresponds to the term payment plan selected by the Customer as hereinafter set forth in this Agreement.

Upon completion of the Service Term, the Customer may continue to receive the Service or any other services (hereinafter referred to as "the Substituted Service") at a cost equal to the then prevailing monthly rates and charges.

**Section 2. Services to be Provided.** Customer hereby orders, and CenturyTel hereby agrees to provide, the services and features described in "Attachment A" Equipment and Services, a copy of which is attached to this Agreement as "Attachment A" and incorporated by reference herein the same as if it were set forth in full at length at this point.

**Section 3. Cancellation Charges, Applicable Monthly Rates and Non-Recurring Charges for the Services and Payment Terms for the Services.**

**3.1. Cancellation Charges.** Customer cancels this Agreement before the Service is established either on or before the effective date of this Agreement, but following the date on which this Agreement is made as hereinbefore set forth, the Customer shall pay to CenturyTel a cancellation charge ("the Cancellation Charge"). The amount of the Cancellation Charge shall be equal to all of the expenses that CenturyTel may have incurred in processing the order of the Customer to CenturyTel for the Services and/or in installation of such of the required equipment and facilities as may have been installed by CenturyTel as of the date of cancellation.

**3.2. Applicable Monthly Rates and Non-Recurring Charges.** The monthly rates and non-recurring charges applicable to the Services to be provided by CenturyTel to Customer under this Agreement will be provided by CenturyTel to Customer at the tariff rates of CenturyTel as to such currently in effect as of the effective date of this Agreement. In particular, the monthly rates and non-recurring charges do not include the Subscriber Line Charge, nor any applicable taxes and surcharges. Customer hereby agrees to pay to CenturyTel any increase in the Subscriber Line Charge that may occur during the term of this Agreement and any renewal thereof.

**WITNESS WHEREOF**, the parties hereto have caused this Agreement by their duly authorized representatives on the dates set forth beneath the signatures of each.

The County of Boone

CenturyTel of Missouri, LLC

By: [Signature]

By: \_\_\_\_\_

Printed Name: Keith Schnarre

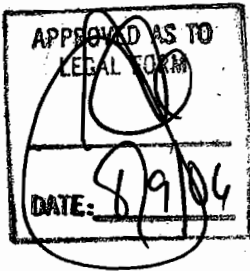
Printed Name: \_\_\_\_\_

Title: Presiding Commissioner

Title: \_\_\_\_\_

Date: Sept. 28, 2006

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



**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.

Term & Supply - No Encumbrance Required  
Auditor KH Date 8/10/06



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

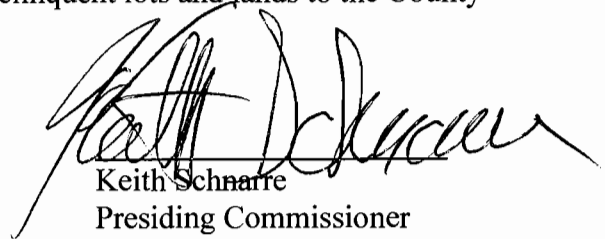
September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 20 06

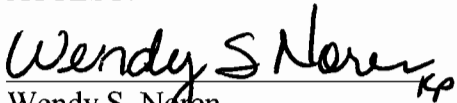
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the transfer of funds (\$29,436.51) from the tax sale surplus of delinquent lots and lands to the County Treasurer's office

Done this 28<sup>th</sup> day of September, 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

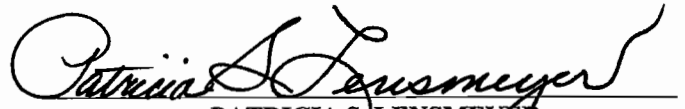
## 2006 BOONE COUNTY LAND SALE SURPLUS

Patricia S. Lensmeyer, Collector of Revenue, Boone County, Missouri, declares the sum of \$29,436.51 (twenty nine thousand four hundred thirty six dollars and fifty one cents) to be the surplus amount from the sale held August 28, 2006, for the purpose of satisfying taxes, interest and costs on lots and lands having two year delinquent taxes. Said sum shall be turned over to the Boone County Treasurer to be held for benefit of school fund unless claimed by owner(s) prior to three years from date of sale. § 140.230, RSMo


Carter, Russ & Joyce Whitehurse Parcel # 11-700-30-00-001.01 <i>Purchased by: Dean Lakin</i>	Sec 30 T49 R13 Deeded approx. 7.57 Acres 5900 W Hatton Chapel Rd NE pt NW¼ NE¼ (Trs A & B Sur 635-712)	SOLD TAXES & COSTS SURPLUS	\$ 17,000.00 \$ 1,212.71 \$ 15,787.29
Jattros, Laurie Parcel # 12-401-18-00-021.00 <i>Purchased by: Christopher Dwyer</i>	Sec 18 T 49 R 12 6800 N Wagon Trail Rd L1 Sur 383-542 in NE¼ SW¼ & W 233' Tr 2 Sur 368-365, exc portion deeded in Book 483, Page 251 & exc L1 Sur 383-542	SOLD TAXES & COSTS SURPLUS	\$ 1,300.00 \$ 804.39 \$ 495.61
Johnson, Kimberly Parcel # 12-720-00-03-054.00 <i>Purchased by: Hostetler Properties, LLC</i>	Sec 32 T 49 R 12 3211 Martha Drive L54 Henley Sub of pt of SE¼ in City of Columbia MO; as shown in Plat Book/Page 6/17	SOLD TAXES & COSTS SURPLUS	\$ 17,000.00 \$ 2,399.68 \$ (14,600.32)
			Surplus claimed 9/15/2006
Kemper, Peter L. & Cheryl F. Parcel # 16-211-00-04-008.00 <i>Purchased by: Harvey R. Brown</i>	Sec 03 T 48 R 13 Rosecliff SD - US Pt Rosecliff Sub, Pt SW¼ SW¼ being all pt sub marked on plat as "50' R/W future rd", abutting L1, 9 & 10 of sub desc as: Beg at NE cor L9, thence Sly & Wly alg E & S lines L9 to SW cor L9; thence wly alg S/L L1 to SW cor L1; thence Sly 50' alg W/L sub to SW cor of sub: thence Ely alg S/L sub to SW cor L10; thence Nly alg W/L L10 to pnt on W/L L10, pnt being 30' Sly from NW cor L10; thence Wly 50' to POB. as shown in Plat Book/Page 5/20	SOLD TAXES & COSTS SURPLUS	\$ 3,000.00 \$ 181.26 \$ 2,818.74
Architectural Control Committee of Meadow Village Subdivision Parcel # 18-102-05-02-001.00 <i>Purchased by: Christopher A. Wilson, Jr.</i>	Sec 05 T 48 R 11 Serenity Circle N 100' of the E 160' Meadow Village Sub shown on plat as the "Recreational Area" as shown in Plat Book/Page 10/105	SOLD TAXES & COSTS SURPLUS	\$ 2,250.00 \$ 180.98 \$ 2,069.02

Potts, Angela L. & Gloria J. Pritchett Parcel # 27-600-24-00-010.00 Purchased by: James A. Alley	Sec 24 T 45 R 12 Calculated 2.20 Acres US 63 Pt SE¼ SE¼ shown as N pt 5ac Tr Sur 1082-654	SOLD TAXES & COSTS SURPLUS	\$ 5,000.00 \$ 745.90 \$ 4,254.10
Potts, Angela L. & Gloria J. Pritchett Parcel # 27-900-25-00-001.01 Purchased by: James A. Alley	Sec 25 T 45 R 12 Calculated 2.80 Acres US 63 Pt NE¼ NE¼ shown as S pt 5ac Tr Sur 1082-654	SOLD TAXES & COSTS SURPLUS	\$ 4,500.00 \$ 488.25 \$ 4,011.75

In witness whereof I have hereunto set my hand and seal, this 27th day of September, 2006.

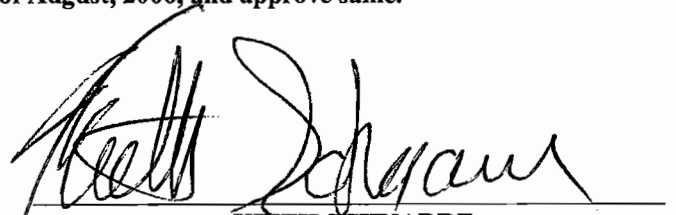
  
PATRICIA S. LENSMEYER  
Collector of Boone County, Missouri

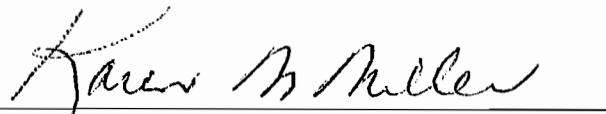
Subscribed and sworn to before me this 27th day of September, 2006.

  
WENDY S. NOREN  
County Clerk of Boone County, Missouri

We, the County Commission of Boone County, Missouri, certify that we have examined the above and foregoing statement of the surplus from sale of delinquent lands held the 28th day of August, 2006, and approve same.

Signed the 28 day of September, 2006.

  
KEITH SCHNARRE  
Presiding Commissioner, Boone County, Missouri

  
KAREN M. MILLER  
District I Commissioner, Boone County, Missouri

  
SKIP ELKIN  
District II Commissioner, Boone County, Missouri

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

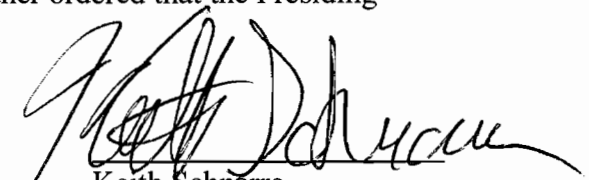
September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 20 06

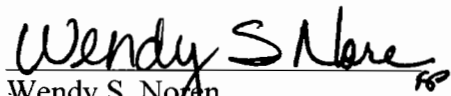
the following, among other proceedings, were had, viz:

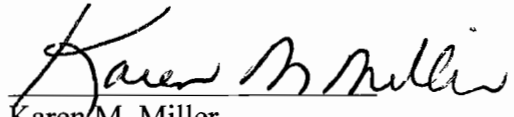
Now on this day the County Commission of the County of Boone does hereby approve the proposal for consultant services with Engineering Surveys and Services for Clearview Road and Hackberry Road Pavement Drainage Improvements. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 28<sup>th</sup> day of September 2006.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 28 day of September, 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: Clearview Road and Hackberry Road Pavement Drainage Improvements

Proposal Description: See attached Proposal dated September 6, 2006 from Benjamin A. Ross to David Mink.

Modifications to Proposal: Fees and expenses shall not exceed \$10,000.00 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 9/18/06  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: Sept. 28, 2006

**ATTEST:**

Wendy S. [Signature]  
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. Pitchford 9/22/06  
Auditor by cbj Date 2045-71101

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 revision to purchase a PC for the courthouse Livescan.

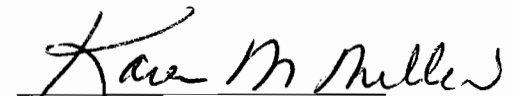
Department Name and Account Number	Amount of Decrease	Amount of Increase
2900-86850 Prop L Contingency	\$ 1,326.00	
2901-91301 – Computer Equipment		\$1,326.00

Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schlarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Loren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 20 06  
 the following, among other proceedings, were had, viz:

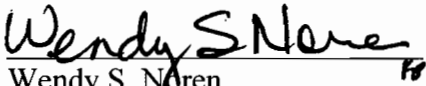
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for records storage.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1123-86800 – Emergency	\$11,000.00	
1221-71525 – Storage Charges		\$11,000.00

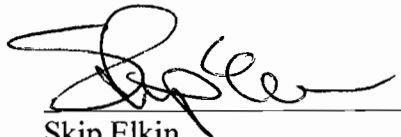
Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 20 06

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

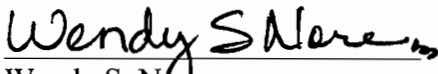
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the Grants' portion of the 2006-2007 JABG Grant.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1243-03411 – Federal Grant Reimbursement		\$14,957.00
1243-10100 – Salaries		\$1,879.00
1243-10200- FICA		\$144.00
1243-37220 – Travel Training		\$88.00
1243-37230 – Meals Lodging		\$694.00
1243-37240 – Registration Fee		\$1,169.00
1243-91400 – Auto Truck		\$10,786.00
1243-23850 – Equipment Under \$250		\$152.00
1243-59100 – Vehicle Repair		\$45.00

Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner



**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 for the Counties portion of the 2006-2007 JABG Grant.

Department Name and Account Number	Amount of Decrease	Amount of Increase
1243-37220 – Travel to Training		\$10.00
1243-37230 – Meals/Lodging		\$77.00
1243-372340 – Registration Fee		\$130.00
1243-23850 – Auto/Truck		\$1,199.00
1243-23850 – Equip under \$250.00		\$17.00
1243-59100 - Vehicle Repair		\$5.00
1241-92301- Repl. Comp Equip	\$1,221.00	
1242-37240 – Registration Fee	\$217.00	

Done this 28<sup>th</sup> day of September 2006.

  
 Keith Schnarre  
 Presiding Commissioner

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

September Session of the July Adjourned Term Term. 20 06

In the County Commission of said county, on the 28<sup>th</sup> day of September 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 the following as Delegates to the Missouri Association of Counties (MAC) Annual Conference on November 19 -21, 2006.

- County Auditor June Pitchford
- County Treasurer Kay Murray
- County Recorder Bettie Johnson
- Presiding Commissioner Keith Schnarre
- District I Commissioner Karen M. Miller
- District II Commissioner Skip Elkin
- County Clerk Wendy Noren
- County Collector Pat Lensmeyer

Done this 28<sup>th</sup> day of September, 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

MISSOURI ASSOCIATION OF COUNTIES

394-2006

Commission  
to send  
someone to  
MAC

OFFICIAL FORM: DESIGNATION OF DELEGATES TO MAC'S ANNUAL CONFERENCE

Return Form To: Missouri Association of Counties  
P.O. Box 234  
Jefferson City, MO 65102

Please return the forms by November 1. If an unavoidable delay occurs and the form must be handed in at conference, only delegates whose names are submitted by noon on November 20 are eligible to vote. Name badge identification is necessary for voting at the conference.

Article VI, Section 6(c) of the Missouri Association of Counties Bylaws provides that each member county shall be permitted four (4) voting delegates. Member counties with an assessed valuation of over \$66.7 million shall be allowed five (5) voting delegates, plus one additional voting delegate for each additional \$66.7 million assessed valuation. The maximum number of voting delegates shall be ten (10).

The Bylaws provide that delegates be selected in the following manner:

- The county commission selects from within its membership one delegate.
- Additional delegates are selected by a majority vote of not less than seven (7) elected officials in the county. The additional delegates chosen may be commissioners, clerks, collectors, treasurers or any other elected county officials.
- Any county official who is eligible to participate in the selection of a delegate but who is not a delegate has the right to participate at any meeting of the Association under the rules established.
- No delegate or other person shall be permitted to cast a proxy vote for another delegate.

Boone County does hereby designate the following to serve as its delegates to the Missouri Association of Counties' Annual Conference on November 19-21, 2006.

Delegate Bettie Johnson  
Name

Delegate Karen M. Miller  
Name

Delegate SKIP ELkin  
Name

Delegate Re. M. Schare  
Name

Delegate Wendy Noren  
Name

Recorder of Deeds  
Title

District I Commissioner  
Title

District II Commissioner  
Title

Presiding Commissioner  
Title

Clerk  
Title

Please record additional delegates on a separate page.

ATTEST:

Wendy S Noren  
County Clerk

[Signature]  
Presiding Commissioner

[Signature]  
Associate Commissioner

[Signature]  
Associate Commissioner

Page 2 of Delegates to Mac's Annual Conference

Delegate: Patricia Lensmeyer  
Title: Collector of Boone County

Delegate: June Pitchford  
Title: Auditor

Delegate: Kay Murray  
Title: Treasurer