

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

3rd

day of December

20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 64-30Oct09 Law Enforcement Uniforms Term and Supply to Red The Uniform Tailor. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply contract.

Done this 3rd day of December, 2009.

ATTEST:

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



Kenneth M. Pearson
Presiding Commissioner

absent

Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: November 5, 2009
RE: 64-30OCT09 – Law Enforcement Uniforms Term and Supply

The Bid for Sheriff's Department Law Enforcement Uniforms Term and Supply closed on October 30, 2009. Two bids were received. Purchasing and the Sheriff's Department recommend award to Red The Uniform Tailor, for offering the lowest and best bid.

This is a term and supply contract. Contract will be paid from departments 1251- Sheriff, 1255 - Corrections, 2901 – Sheriff Operation LE Sales Tax, 2902 – Corrections LE Sales Tax, Account Number 2300 - Uniforms .

23300
Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Leasa Quick, Sheriff's Department
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Chad Martin
Sheriffs Department

FROM: Tyson Boldan
Buyer

DATE: November 4, 2009

RE: Bid Award Recommendation – 64-30OCT09 – Law Enforcement Uniforms

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by **fax to 886-4390** after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 1251/1255/2901/2902

Account Number: 23360

Budgeted: \$ Varies by department

Award Amount: Not Specified / varies due to needs

Award Bid by to Red The Uniform Tailor.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: 

Date: 11-5-09

**64-30OCT09 - Law
Enforcement Uniforms
BID TABULATION**

		Red the Uniform Tailor Inc.			Alliance Medical Inc.		
Item		Unit Price	Qty	Extended Price	Unit Price	Qty	Extended Price
4.13.	CLOTHING						
4.13.1.	Long Sleeve Shirts-Elbeco Duty Plus , Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply tropical weave. Must furnish shirts in full and half sizes (e.g. 17 and 17 1/2).	MEN'S SIZES	60	\$2,670.00	MEN'S SIZES	60	\$
	Color Silver Tan	\$44.50			NO BID		
	2 front & 3 back permanent military creases						
	Front of shirt with center facing 1 1/2" wide from collar to bottom of shirt.						
	6 center vertical buttons, button side shall be lined						
	2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom	WOMEN'S SIZES	20	\$890.00	WOMEN'S SIZES	20	\$
	Left pocket shall have a pencil opening.	\$44.50			NO BID		
	Badge tab to be included and reinforced on inside of shirt. the end toward the neck fastened with one button. The shoulder end sewn into						
	Patches and chevrons to be attached by successful vendor.						
	Fabric sample MUST be attached.	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
	NO SUBSTITUTIONS ALLOWED	\$53.40		\$53.40	NO BID		
4.13.2.	Short Sleeve Shirts-Elbeco Duty Plus , Material content to be 65% dacron polyester and 35% rayon, 10 ounce one ply	MEN'S SIZES	60	\$2,415.00	MEN'S SIZES	60	\$
	Color Silver Tan	\$40.25			NO BID		
	2 front & 3 back permanent military creases						
	Front of shirt with center facing 1 1/2" wide from collar to bottom of shirt.						
	6 center vertical buttons, button side shall be lined						
	2 breast pockets with mitered corners, 5 5/8" to 6" long with box stitching on top and bottom	WOMEN'S SIZES	20	\$805.00	WOMEN'S SIZES	20	\$
	Left pocket shall have a pencil opening.	\$40.25			NO BID		
	Badge tab to be included and reinforced on inside of shirt.						
	Shoulder straps pointed at the end toward the neck fastened with one button. The shoulder end sewn into the sleeve head seam.						
	Patches and chevrons to be attached by successful vendor.						
	Fabric sample MUST be attached.	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
	NO SUBSTITUTIONS ALLOWED	\$48.35		\$48.35	NO BID		
4.13.3.	Clip on Ties	REGULAR SIZE			REGULAR SIZE		
	Color-Brown	\$5.25	80	\$420.00	NO BID	80	\$
	2 Lengths-18 inches and 22 inches						
	Button hole feature to hold tie in place						

	Tie width at widest point shall be 3"	EXTRA LONG			EXTRA LONG		
		\$5.25	20	\$105.00	NO BID	20	\$
4.13.4	Regulation Eibeco ELB 8601 Turtleneck Shirt-Pullover type mock turtleneck with side seams, full neck heights, and long sleeves.	\$20.00	90	\$1,800.00	NO BID	90	\$
	Color-Dark Brown						
	Must be pre-shrunk 100% combed-cotton jersey knit 7.25 ounce						
	Neck and cuffs Lycra Spandex						
	Body material to 1 x 1 jersey knit consisting of 100% combed cotton.						
	Body, collar, and neck material shall be properly finished to resist pilling.						
	Sleeves to be set-in type with rib knit cuffs.	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
	All stitches, seams, and stitching shall conform to FED-STD-751.	\$24.08		\$24.08	NO BID		
	Fabric sample MUST be attached.						
	NO SUBSTITUTIONS ALLOWED						
4.13.5	Trousers Made to Measure (Male/Female) - Battle Uniform Made to measure	MEN'S SIZES			MEN'S SIZES		
	Snug-tex waistband.	\$90.50	109	\$9,864.50	NO BID	109	\$
	55% Dacron polyester and 45% wool blend 16 1/2 oz.						
	Modified Military Dress cut from up to date men's trouser patterns. Plain front. 2 inch waistband to be finished in an open manner for ease in alteration. No raw edges or serging on curtain edges and finish with a min. 2 1/2 inch outlet.						
	Heavy duty zipper with memory lick. French fly to be separate pieces finishing 2 1/4" x 2 3/4" including button						
	4 pockets - 2- 1/4 top pockets and 2-hip pockets with a button on left hip pocket.	WOMEN'S SIZES			WOMEN'S SIZES		
	7 Keystone belt loops. Each loop to be 1 1/2" wide x 2" long.	\$90.50		\$90.50	NO BID		\$
	1/8" gold striping sewn into the outer seam of pant running from bottom of front pocket down with no visible stitches. A top stitched strip will not be acceptable.						
	Color-Brown						
	Vendor must come to department and measure officers.						
	NO SUBSTITUTIONS ALLOWED						
		STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
		\$90.50		\$90.50			
4.13.6	Weather-Tech and Waterproof Duty Jacket I. Splewak Style #1775 or Better.				\$		
	Waist length with split waistband to allow for side vent zippers, a 2 way zipper under a double fly front.						
	Permanent epaulets and 2 inverted pleated pockets.						

	Sleeves shall be 3 pieces to form a box armhole.						
	Shell shall be waterproof and breathable.	\$254.00	20	\$5,080.00	\$254.93	20	\$5,098.60
	Liner shall be fully removable with a non-pilling fleece body with nylon sleeves.						
	Liner shall attach with 2 front zippers and snaps at the neck and cuffs.						
	Shell fabric shall be treated with Teflon rain and stain finish.						
	Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
	Fabric sample MUST be attached.	\$254.00		\$254.00	\$280.42		\$280.42
4.13.7.	Correction Officer Short Field Jacket to be Summit Duty Jacket.						
	<i>Windproof and Waterproof.</i>						
	360 degree Telescopic Sleeve System provides full arm extension and action without sleeve or body "pull						
	Genuine leather-trimmed adjustable cuffs with convertible Scotchlite reflective trim.						
	Fully machine washable.						
	Hidden sleeve access zipper for emblem attachment.	\$187.00	20	\$3,740.00	NO BID	20	\$
	26" waist length styling.						
	Zip-out full liner with Thinsulate Insulation, bi-swing for warmth without bulk and freedom of						
	Double storm front with concealed snaps and two-way Delrin zipper for added protection.						
	Detachable military-style epaulets.	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL		
	Multiple inner pockets for additional security storage.	\$245.00		\$245.00	NO BID		
	Snap attachment holds liner sleeves in place.						
	Separate elastic shirred waistband.						
	Size range X-small to 3X Large.						
	Department supplied emblems (patches) to be attached (sewn on sleeve shoulders) by successful vendor						
	Fabric sample MUST be attached.						
	NO SUBSTITUTIONS ALLOWED						
4.13.8.	Stratton Winter Felt Uniform Hat						
	Construction must be equal to or better than the Stratton S68 Special also listed as the F-40 Campaign Style Felt Hat.						
	2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each.	\$102.00	20	\$2,040.00	NO BID	20	\$
	Color Brown – for both hat and leather						
4.13.9.	Stratton Summer Straw Uniform Hat						
	Construction must be equal to or better than the Stratton S-40DB hat also known as the Campaign Style or Montana Peak Summer Straw Hat.						
	2 piece behind the head strap and 1 piece around the top leather swivel hat strap to be included with each.	\$69.50	20	\$1,390.00	NO BID	20	\$
	Color Brown – for both hat and leather						

4.13.10.	Reversible Raincoat – Blauer 26990 Rain Jacket					
	One-ply Tech-Lite urethane-coated 200-denier oxford nylon fabric reverses to hi-visor color	NO BID	20		NO BID	20 \$
	ANSI/ISEA 107-2004 Class II Certified Hi-vis yellow only					
	2" SCOTCHLITE® reflective trim on hi-vis side around chest and cuffs	STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL			STANDARD OVERSIZE CHARGE. COST PER INCREMENTAL SIZE OVER XXL	
	Seams sealed with thermal tape	NO BID			NO BID	
	Snap-over fly front					
	Snap equipment side					
	Special facings prevent yellow "peek through"					
	Go through hook and loop closed side openings					
	Badge tab on black side only					
	40" long					
		Optional hood			Optional hood	
	3" Reflective SHERIFF on back of jacket (hi-vis side only)	NO BID			NO BID	
	123 is snap-on hood (option)					
4.13.11.	Trouser: Elbeco E615 – No substitutions Sizes - 28-44	\$54.65	10	\$546.50	NO BID	10 \$
4.13.12.	Trouser: Elbeco E615 – No substitutions Sizes – 44-50	\$60.10	10	\$601.00	NO BID	10 \$
4.13.13.	Trouser: Elbeco E615 – No substitutions Sizes – 52-54	\$65.50	10	\$655.00	NO BID	10 \$
4.13.14.	Boots: Danner Acadia 8" Men's/Women's 200 grain Thinsulate, waterproof GORE-TEX	\$214.00		\$214.00	\$225.33	\$225.33
	• No steel toe					
	• Color-Black					
	• NO SUBSTITUTIONS ALLOWED					
	• Vendor must come to department and measure officers.					
4.13.15.	Boots: Danner Acadia 8" Men's/Women's, waterproof GORE-TEX	\$214.00		\$214.00	\$214.67	\$214.67
	• No steel toe					
	• Uninsulated					
	• Color-Black					
	• NO SUBSTITUTIONS					
	• Vendor must come to department and measure officers.					
4.13.16.	Boots: Elite Spider 5.0 #5516	\$79.50		\$79.50	NO BID	\$
	• Full Grain/Action Leather Upper with Highly Breathable Aero Mesh					
	• Spruermesh					
	Lining					
	• Lightweight Vertical Build System					
	• Running Shoe Last					
	• Composite Shank					
	• 3D2 Max Comfort Contoured Sockliner					
	• Compression Molded EVA Midsole					
	• Vibram Outside					
4.13.17.	Boots: Elite Spider 8.0 SZ #5186	\$93.50		\$93.50	NO BID	\$

	<ul style="list-style-type: none"> Action Leather Upper with Highly Breathable Aero Mesh Circular Side Zipper Spidermesh Lining Lightweight Vertical Build System Stabilia Flex Lasting Board Running Shoe Last Composite Shank 3D2 Max Comfort Contoured Sock liner Compression Molded EVA Midsole Vibram Outsole 				
4.13.18	Boots: Women's Stealth Force 6.0 #5187 <ul style="list-style-type: none"> Leather/1680 Denier Ballistic Nylon Mesh Upper Cambrelle Moisture Wicking Lining Agion Antimicrobial Treatment Coats Barbour Anti-Fraying Seizing Thread EN ISO 20347 Composite Shank Compression Molded EVA Midsole MPact Contoured Sockliner with Memory Foam FlexZone with Siping for Traction and Control XTraction Zone Outsole 	\$79.50	\$79.50	NO BID	\$
4.13.19	Boots: Women's Elite Spider 5.0 # 5517 <ul style="list-style-type: none"> Full Grain/Action Leather Upper with Highly Breathable Aero Mesh Spidermesh Lining Lightweight Vertical Build System Stabilia Flex Lasting Board Running Shoe Last Composite Shank 3D2 Max Comfort Contoured Sockliner Compression Molded EVA Midsole Vibram Outsole 	\$82.25	\$82.25	NO BID	\$
4.13.20	Boots: Women's Stealth Force 6.0 WP #5155 <ul style="list-style-type: none"> Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper Seam Sealed Waterproof Cambrelle Moisture Wicking Lining 	\$82.25	\$82.25	NO BID	\$

	Antimicrobial Treatment				
	• Coats Barbour Anti Fraying Stitching Thread				
	• EN ISO 20347 Certified				
	• Composite Shank				
	• Compression Molded EVA Midsole				
	• MPACT Contoured Sockliner with Memory Foam				
	• Flex-Zone with Siping for Traction and Control				
	• X Traction Zone Outsole				
4.13.21.	Boots: Stealth Force 6.0 #5248	\$79.50	\$79.50	NO BID	\$
	• Full Grain Leather/1680 Denier Ballistic Nylon Mesh Upper				
	Moisture Wicking Lining				
	• Agion Antimicrobial Treatment				
	• Coats Babour Anti Fraying Stitching Thread				
	• EN ISO 20347 Certified				
	• Composite Shank				
	• Compression Molded EVA Midsole				
	Contoured Sockliner with Memory Foam				
	Siping for Traction and Control				
	• X Traction Zone Outsole				
4.13.22.	Boots: Stealth Force 8.0 SZ #5198	\$79.50	\$79.50	NO BID	\$
	Leather/1680 Denier Ballistic Nylon Mesh				
	• Circular Side Zipper				
	• Cambrelle Moisture Wicking Lining				
	• Agion Antimicrobial treatment				
	• Coats Barbour Anti Fraying Stitching Thread				
	• EN ISO 20347 Certified				
	• Composite Shank				
	• Compression Molded EVA Midsole				
	• M-Pact Contoured Sockliner with Memory Foam				
	• Flex-Zone with Siping for Traction and Control				
	• X-Traction Zone Outsole				A
	Maximum % Increase for 1st Renewal	3%			5%
	Maximum % Increase for 2nd Renewal	3%			5%
	COOP?	YES			
	Delivery ARO	4 - 8 WEEKS			30 DAYS

NO BIDS
Missouri Vocational Enterprises
Safety & Security International
Cabela's

From: Tyson Boldan
To: Kristina Johnson
Date: 11/23/2009 9:43 AM
Subject: please add to commission
Attachments: 57-09OCT09 - Mechanic Services.xls; 57-09OCT09 - Mechanic Services.doc

Hi Kristina,

Please add the first reading of contracts 57-09OCT09 - Mechanic Services - Heavy Equipment and Trucks to o commission when you receive it from the Auditor.

Attached are the Commission Memo and the Bid Tab.
Thanks,
Tyson

Tyson Boldan
Buyer
Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO,65201
Telephone: (573) 886-4392
Fax: (573) 886-4390

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 30, 2009
RE: 57-09OCT09 – Mechanic Services – Heavy Equipment and Trucks

The Bid for Mechanic Services – Heavy Equipment and Trucks - Term and Supply closed on October 9, 2009. Five bids were received. Purchasing and Public Works recommend awarding by low bid on labor rate as follows:

Trucks

Primary Supplier – Al Scheppers Motor Company
Secondary Supplier – MHC Kenworth Columbia
Tertiary Supplier – Fabik Cat

Heavy Equipment

Primary Supplier – Tri-State Construction Equipment Company
Secondary Supplier – Roland Machinery
Tertiary Supplier – Fabik Cat

These Term & Supply contracts will be paid out of department 2040 - PW Maintenance Operations, account number 60200 – Equipment Repairs/Maintenance. A portion of \$390,000 is budgeted for 2009.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

57-09OCT09 - Mechanic Services - Heavy Equipment & Trucks Term and Supply

BID TABULATION			Roland	Fabick Cat	MHC	Tri-State	AI Scheppers Motor Co.
4.7.2.	ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	1	Material/Parts (Total Cost plus %) \$0-\$749	15%	10%	25%	John Deere - List Pricing, all other parts: cost + 20%. Freight included in price	30%
	2	Material/Parts (Total Cost plus %) \$750-\$4,499	15%	10%	20%	John Deere - List Pricing, all other parts: cost + 20%. Freight included in price	30%
	3	Material/Parts (Total Cost plus %) \$4,500 and up	15%	10%	15%	John Deere - List Pricing, all other parts: cost + 20%. Freight included in price	30%
	4	State Your Standard Mechanic Labor Rate Per Hour	\$102.00	\$110.00	\$78.00	\$0.00	\$76.00
	5	Flat Mechanic Service Labor Rate Per Hour (Straight Time) offered for this bid.	\$92.00	\$99.00	\$78.00	\$90.00	\$76.00
	6	Flat Mechanic Service Labor Rate Per Hour (Nights and Weekends) offered for this bid.	\$112.00	\$135.00	\$78.00	\$110.00	\$114.00
	7	Flat Mechanic Service Labor Rate Per Hour (Holidays) offered for this bid.	\$132.00	\$150.00	\$156.00	\$130.00	\$114.00
	8	Service Call Mileage Charge for Equipment located throughout the County. Mileage calculated from the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO to equipment location.	\$2.50/mile	\$3.50/mile	\$3.00/mile	\$3.75/mile	\$1/mile
		Heavy Equipment/ Truck / Both	Heavy Equipment	Both	Truck/(Some Heavy Equipment)	Heavy Equipment	Truck
4.11.1.		Maximum Percentage Increase for 2nd Renewal Period	3%	2%	3%	8%	4%
4.11.2		Maximum Percentage Increase for 3rd Renewal Period	3%	5%	3%	8%	4%
4.11.3		Maximum Percentage Increase for 4th Renewal Period	3%	5%	3%	8%	4%
4.9.		Call Response Time: within _____ hours after notification by County.	Non Responsive	3/hours	Non Responsive	Non Responsive	6 hours
		Notes:			Please note \$75.00 charge for holiday and Sunday Call out	Please see bid for %increase notes as well as shipping cost notes.	

No Bids
 Dennis Oil Company
 Rudd Equipment Company
 G.W. Van Keppel Company
 Innerface Architectural Signage
 Coy's Fire Protection

**PURCHASE AGREEMENT
FOR
Law Enforcement Uniforms Term and Supply**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Red The Uniform Tailor**, 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 **Law Enforcement Uniforms Term and Supply**, County of Boone Request for Bid, bid number **64-30OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **October 26, 2009** and executed by **Patricia Klein**, 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, this Purchasing Agreement, the Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date of award and extend through December 31, 2010 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 Law Enforcement Uniforms as specified and responded to in the bid specifications All products will be provided as required 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 the County. The County reserves the right to request quotes from all contracted suppliers and determine which contracted supplier to use based on price and proposed schedule.

4. Delivery - Contractor agrees to deliver the equipment as stated above to the Boone County Sheriffs Department within Fifty Six (56) days ARO. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB destination.

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

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.

RED THE UNIFORM TAILOR

by Patricia Ke
title Chief Operating Officer

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

J. Pearson
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

23300
1251, 1255, 2901, 2902- Term and Supply

James E. Pitchford 11/18/09 No Encumbrance Required
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 3rd day of December 20 09

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

Now on this day the County Commission of the County of Boone does hereby award bid 57-09Oct09 Mechanic Services – Heavy equipment and Trucks to five vendors based by low bid on labor rates:

Trucks

Primary Supplier – Al Scheppers Motor Company

Secondary Supplier – MHC Kenworth Columbia

Tertiary Supplier – Fabick Cat

Heavy Equipment


Primary Supplier – Tri-State Construction Equipment Company

Secondary Supplier – Roland Machinery

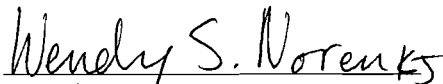
Tertiary Supplier – Fabick Cat

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

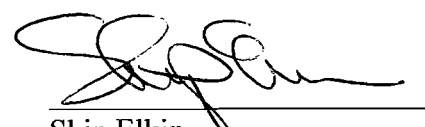
Done this 3rd day of December, 2009.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: October 26, 2009
RE: 57-09OCT09 – Mechanic Services – Heavy Equipment and Trucks

The Bid for Mechanic Services – Heavy Equipment and Trucks - Term and Supply closed on October 9, 2009. Five bids were received. Purchasing and Public Works recommend awarding by low bid on labor rate as follows:

Trucks

Primary Supplier – Al Scheppers Motor Company
Secondary Supplier – MHC Kenworth Columbia
Tertiary Supplier – Fabik Cat

Heavy Equipment

Primary Supplier – Tri-State Construction Equipment Company
Secondary Supplier – Roland Machinery
Tertiary Supplier – Fabik Cat

These Term & Supply contracts will be paid out of department 2040 - PW Maintenance Operations, account number 60200 – Equipment Repairs/Maintenance. A portion of \$390,000 is budgeted for 2009.

Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
PRIMARY SUPPLIER FOR HEAVY EQUIPMENT**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Company**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Mechanic Services – Heavy Equipment Term and Supply**, County of Boone Request for Bid, bid number **57-09OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B, & C, Work Authorization Certification, as well as the Contractor's bid response dated September 23, 2009 and executed by Jim W. Smith 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2010 and extend through December 31, 2010, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment as identified and responded to in the Contractor's Response Form. Items and service will be provided as required 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 the County. Tri-State Construction Equipment Company shall act as the primary supplier and shall furnish mechanic services for heavy equipment for the County. The Contractor agrees to respond within two hours by phone after notification by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified 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.

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

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

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

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

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

**TRI-STATE CONSTRUCTION
EQUIPMENT COMPANY**

by Jim W. Smith

title General Manager

address P.O. Box 225-

106 Industrial Dr
Ashland Mo 65010

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

J. Johnson
County Counselor

ATTEST:

Wendy S. Noren KS
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 the contract do not create a measurable county obligation at this time.)

June E. Pitchford
Signature by cyj

11/24/09
Date

Public Works Term/Supply 2040-60200
No Encumbrance Required
Appropriation Account

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
PRIMARY SUPPLIER FOR TRUCKS**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Al Scheppers Motor Company**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Mechanic Services – Trucks Term and Supply**, County of Boone Request for Bid, bid number **57-09OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B, & C, Work Authorization Certification, as well as the Contractor's bid response dated September 29, 2009 and executed by Tony Rackers 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on January 1, 2010 and extend through December 31, 2010, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Trucks as identified and responded to in the Contractor's Response Form. Items and service will be provided as required 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 the County. Al Scheppers Motor Company shall act as the primary supplier and shall furnish mechanic services for trucks for the County. The Contractor agrees to respond within six hours after notification by phone by the County. If the proposed schedule is acceptable to the County, the Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the secondary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified 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.

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

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

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

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

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

AL SCHEPPERS MOTOR COMPANY

BOONE COUNTY, MISSOURI

by Tony Racker
title SERVICE MANAGER
address 1722 SOUTHRIDGE DR.
JEFFERSON CITY MO. 65109

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

APPROVED AS TO FORM:

ATTEST:

J. Bloom
County Counselor

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

Signature Jane E. Pitchford Date 11/24/09 Public Works Term/Supply 2040-60200
by aj No Encumbrance Required
Appropriation Account

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
SECONDARY SUPPLIER FOR HEAVY EQUIPMENT**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Roland Machinery**, 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 **Mechanic Services – Heavy Equipment Term and Supply**, County of Boone Request for Bid, bid number **57-09OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B & C, Work Authorization Certification, as well as the Contractor's bid response dated October 9, 2009 and executed by Kirk Funkenbusch 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2010** and extend **through December 31, 2010**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment as identified and responded to on the Contractor's Response Form. Items and service will be provided as required 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 the County. Roland Machinery shall act as the secondary supplier and shall furnish mechanic services for heavy equipment for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond within one (1) hour by phone after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified 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.

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

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

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

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

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

ROLAND MACHINERY

BOONE COUNTY, MISSOURI

by *Kirk Jankowski*
 title *Service MGR.*
 address *4110 I 70 Drive SE.*
Columbia Mo. 65201

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

APPROVED AS TO FORM:

ATTEST:

J. Blaney
 County Counselor

Wendy S. Noren *KS*
 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 the contract do not create a measurable county obligation at this time.)

Signature *Jane E. Pitchford* by *af* Date *11/24/09* Term/Supply *3040-60200*
 Appropriation Account *No Encumbrance Required*

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
TERTIARY SUPPLIER FOR HEAVY EQUIPMENT AND TRUCKS**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Fabick Cat**, 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 **Mechanic Services – Heavy Equipment and Trucks Term and Supply**, County of Boone Request for Bid, bid number **57-09OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B & C, Work Authorization Certification, as well as the Contractor's bid response dated October 1, 2009 and executed by Jesse S. Lewis 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2010 and extend through December 31, 2010**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Heavy Equipment and Trucks as identified and responded to in the Contractor's Response Form. Items and Service will be provided as required 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 the County. Fabick Cat shall act as the tertiary supplier and shall furnish mechanic services for heavy equipment and trucks for the County if the primary and secondary contracted suppliers cannot provide an acceptable schedule for the County. The Tertiary Contractor agrees to respond within three (3) hours after notification by the County. If the proposed schedule is acceptable to the County, the Tertiary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified 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.

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

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

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


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

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

FABICK CAT

by Jesse Lewis
title Service Manager
address 7841 E ABC Lane
COLUMBIA MO 65202

BOONE COUNTY, MISSOURI

by: Boone County Commission

Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:

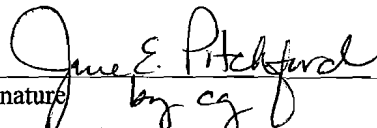

County Counselor

ATTEST:

Wendy S. Noren KS
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 the contract do not create a measurable county obligation at this time.)

Signature  Date 11/24/09 Public Works Term/Supply 2040-60200
by cg No Encumbrance Required
Appropriation Account

**PURCHASE AGREEMENT
FOR
MECHANIC SERVICES – HEAVY EQUIPMENT AND TRUCKS TERM AND SUPPLY
SECONDARY SUPPLIER FOR TRUCKS**

THIS AGREEMENT dated the 3 day of December 2009 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MHC Kenworth Columbia**, 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 **Mechanic Services – Trucks Term and Supply**, County of Boone Request for Bid, bid number **57-09OCT09**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Exhibits A, B & C, Work Authorization Certification, as well as the Contractor's bid response dated October 6, 2009 and executed by Benny Jeske 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, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Exhibits A, B & C and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **January 1, 2010 and extend through December 31, 2010**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Mechanic Services for Trucks as identified and responded to in the Contractor's Response Form. Items and service will be provided as required 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 the County. MHC Kenworth Columbia shall act as the secondary supplier and shall furnish mechanic services for trucks for the County if the primary contracted supplier cannot provide an acceptable schedule for the County. The Secondary Contractor agrees to respond within two (2) hours by phone after notification by the County. If the proposed schedule is acceptable to the County, the Secondary Contractor will receive *notification to proceed* from the County. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If proposed schedule is not acceptable for the County, the County will contact and schedule the work with the tertiary contracted supplier.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works Department, and may only include the prices as identified 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.

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

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- 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.

MHC KENWORTH COLUMBIA

BOONE COUNTY, MISSOURI

by Benny Jaska
 title Service Manager
 address 8660 I-70 Drive SE
Columbia MO 65201

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

APPROVED AS TO FORM:

ATTEST:

J. Deam
 County Counselor

Wendy S. Noren KS
 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 the contract do not create a measurable county obligation at this time.)

Signature James E. Pritchard by cg Date 11/24/09 Term/Supply 2040-60200
No Encumbrance Required
 Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 09

County of Boone

In the County Commission of said county, on the

3rd

day of December

20 09

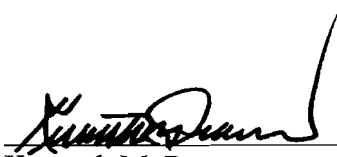
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Surplus Disposal of the following items listed in the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.


Done this 3rd day of December, 2009.

ATTEST:

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


Kenneth M. Pearson
Presiding Commissioner

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 09

In the County Commission of said county, on the 3rd day of December 20 09

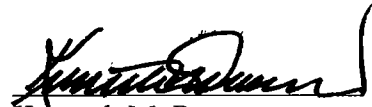
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the organizational use of the Boone County Commission Chambers by the Boone County Democratic Central Committee on the 3rd Thursday of months January through March in 2010 from 6:30 p.m. to 9:00 pm.

Done this 3rd day of December, 2009.

ATTEST:

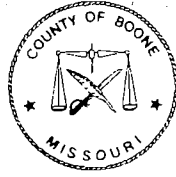
Wendy S. Noren KS
Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner

absent
Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



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

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Roger B Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Monthly Meeting
Date(s) of Use: 3rd Thursday of Month for 2010 *Months of January - March*
Time of Use: From: 6:30 a.m./p.m. thru 9:00 a.m./p.m.

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

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

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.
6. Organizations and user groups must provide any and all equipment needed for their event or presentation (i.e.; TV, projector, microphones, etc.)
7. Boone County reserves the right to cancel or alter your meeting schedule due to an emergency or any conflicts in scheduling for governmental use. If this should occur we would make every effort to contact you in ample time.

Name of Organization/Person: Boone County Democratic Central Committee
Organization Representative/Title: Phyllis Fugitt / Chair
Address/Phone Number: 2650 S. Roby Farm Rd. / Bocheport, MO 65279
Date of Application: 12/1/2010

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Moran *KS*
County Clerk

Roger B. Wilson
County Commissioner

DATE: 12-3-09