

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the

4th

day of October

20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 44-21AUG12 – Solid Block Asphalt Term and Supply to Missouri Petroleum. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of October 2012.

ATTEST:

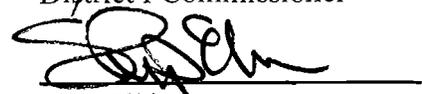
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins, Senior Buyer
DATE: September 7, 2012
RE: 44-21AUG12 – Solid Block Asphalt Sealant Term and Supply

44-21AUG12 – Solid Block Asphalt Sealant Term and Supply opened on August 12, 2012. Four bids were received and Public Works recommends award by low bid to **Missouri Petroleum.**

This is a term and supply contract and invoices will be paid from department 2040 – Public Works Maintenance Operations, account 26300 – Material and Chemical Supply.

ATT: Bid Tabulation

cc: Greg Edington, Public Works
Bid File

COPY

BID TABULATION

44-21AUG12 - Solid Block Asphalt		Vance Brothers		Right / Poite Company		Paving Maintenance Supply, Inc.		Missouri Petroleum Products Co.		
Item	Estimated Yearly Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
47.1	38,000	Solid Block Asphalt Sealant	\$0.680	\$25,840.00	\$0.499	\$18,962.00	\$19,163.40	\$18,202.00	\$0.48	\$18,202.00
47.2	6	Long Handle "V" Squeegee w/ 12" red (high heat silicone) blade	\$45.00	\$270.00	NO BID	\$0.00	\$275.70	\$294.00	\$49.00	\$294.00
47.3	12	12" Red (high heat silicone) replacement squeegee blades	\$10.50	\$126.00	NO BID	\$0.00	\$129.00	\$144.00	\$12.00	\$144.00
47.4	2	Swivel Tip for Cratco Crack seal machine Part #CRA27130	NO BID	\$0.00	NO BID	\$0.00	\$211.10	\$0.00	NO BID	\$0.00
47.5	2	Dip Stopper, Part #CRA27114	NO BID	\$0.00	NO BID	\$0.00	\$77.96	\$0.00	NO BID	\$0.00
47.6	2	Stop Shroud, Part #CRA27115	NO BID	\$0.00	NO BID	\$0.00	\$66.66	\$0.00	NO BID	\$0.00
47.7		GRAND TOTAL		\$26,236.00		\$18,962.00	\$19,923.82	\$18,640.00		\$0.00
47.8		Maximum % Increase for Renewals								
		% 2nd 6-month Renewals	5%		3%			10%	0%	
		% 3rd 6-month Renewal	NA		7%			NA	0%	
		% 4th 6-month Renewal	NA		12%			NA	0%	
47.9		Delivery After Receipt of Order	3		7			14-21	xx Days	
47.10		Minimum Order Requirement?	1 PALLET (70 BOXES)		17 PALLETS			38,000 LBS	xx Days	
47.11		Vendor Return Policy	Will accept material back with 10% restocking fee		Limited Warranty & Return Policy attached			20% Restocking fee plus freight to yard in St. Louis, MO		
48.		CO-OP (Y or N)	NO		YES			NO		

Boxes must be in sellable shape, not weathered or ripped. County is responsible for delivery back to our yard in St. Louis, MO

**PURCHASE AGREEMENT
FOR
SOLID BLOCK ASPHALT SEALANT TERM AND SUPPLY**

THIS AGREEMENT dated the 4 day of October 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Missouri Petroleum**, 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, the County of Boone Request for Bid for **Solid Block Asphalt Sealant**, bid number **44-21AUG12**, any applicable addenda, and the Contractor's bid response dated **August 17, 2012** and executed by **Michael Hartman** 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 Request for Bid 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 continue through **February 28, 2013** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional five (5) six-month periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County 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.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified within **14-21 days** after receipt of order.

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

MISSOURI PETROLEUM

BOONE COUNTY, MISSOURI

by *Michael Haetman* MICHAEL HAETMAN

by: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

title TERRITORY MGR

address 1620 WOODSON RD.

ST. LOUIS, MO 63014

APPROVED AS TO FORM:

ATTEST:

C.J. Dykhouse
C.J. Dykhouse, 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 this contract do not create a measurable county obligation at this time.)

Jane E. Pitchford
Signature *by eff*

9/27/12
Date

2040/26300 Term/Supply
No Encumbrance Required
Appropriation Account

4. **Response Form**

4.1. Company Name: Missouri Petroleum
 4.2. Address: 1620 Woodson Road
 4.3. City/Zip: St. Louis, MO 63114
 4.4. Phone Number: 314-219-7319
 4.5. Fax Number: 314-991-9624
 4.6. Federal Tax ID: 43-1845744

4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. **PRICING**

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ 0.479 /lb	\$ 18,202.00
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ 49.00 /each	\$ 294.00
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ 12.00 /each	\$ 144.00
4.7.4.	2	Swivel Tip for Crafcoc Crack seal machine Part# CRA27130	\$ No Bid /each	\$ No Bid
4.7.5.	2	Drip Stopper, Part # CRA27114	\$ No Bid /each	\$ No Bid
4.7.6.	2	Stop Shroud, Part # CRA27115	\$ No Bid /each	\$ No Bid
4.7.7.	GRAND TOTAL			\$ 18,640.00

4.7.8. **Maximum Percentage Increase for Renewal Periods**

10 % 2nd Six-month renewal
No Bid % 3rd Six-month renewal
No Bid % 3rd Six-month renewal

4.7.9. Delivery After Receipt of Order: 14 - 21 Days

Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) Yes
4.7.10. If yes, what is the minimum order requirement? 38,000 lbs

4.7.11. Describe Vendor Return Policy:

Boxes must be in sellable shape, not weathered or ripped. County
is responsible for delivery back to our yard in St. Louis, MO.

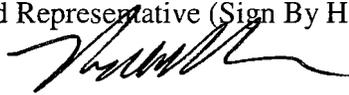
4.8. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

 Yes X No

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

4.10. Today's Date: 8/17/12

4.10.1. Authorized Representative (Sign By Hand):



4.10.2. Type or Print Signed Name:

Michael Hartman



Standard Terms and Conditions

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
-
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
 9. Failure to deliver as guaranteed may 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 or **e-mail** will be accepted. **U.S. mail only.**
 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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
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DURA-FILL 320

Crack and Joint Sealant for Hot Climates

Description: Dura-Fill 320 is a hot pour crack and joint sealant for portland cement and asphaltic pavements. As an economical and effective preventative maintenance treatment, Dura-Fill 320 prolongs pavement service life by sealing cracks and joints from water penetration, which cause base failure and potholes. Dura-Fill 320 is formulated with select asphaltic resins, synthetic polymeric rubbers, plasticizers, stabilizers, and a blend of organic and inorganic reinforcing fillers. When properly melted and applied, Dura-Fill 320 forms a long-lasting seal to both cement and asphaltic pavements. The sealant resists tracking in warm climates.

Recommended Uses: Dura-Fill 320 is recommended for sealing cracks and joints in portland cement, asphaltic pavements, and parking lots. It is designed to seal expansion and contraction joints, longitudinal cracks, joints between concrete and asphaltic shoulders, and random cracks.

Surface Preparation: Proper surface preparation facilitates adequate adhesion and consequently the maximum life of the sealant. In order for proper adhesion, the crack/joint must be free of moisture, dust, loose aggregate, and other contaminants. The substrate and air temperatures must be 40°F or above. Sawing, routing, and/or sandblasting are the preferred methods of preparation. Use oil-free compressed air and heat to clean and dry the crack/joint immediately prior to sealing. Cracks/joints should be sized so that the maximum extension and compression do not exceed 50% of the width. Best results are obtained when the cracks/joints are opened at least 1/2 inch wide.

Melting and Application: The melting kettle should be a conventional oil jacketed unit equipped with an agitator and temperature control devices for both the material and heat transfer oil. Carefully insert small quantities of Dura-Fill 320 and the plastic bag into the melting equipment while the agitator is turned off. Load material slowly to avoid splash back. After the initial load has reached the recommended pouring temperature, fresh material may be added to the melter as sealant is used. Melt only the material that will be used during that day. Purge material remaining in the kettle lines at the end of each sealing operation. The material may be safely reheated and can be applied using a pressure feed wand system or a pour pot.

Note: The temperature of the heat transfer oil should not exceed 525°F. Do not heat Dura-Fill 320 above the maximum heating temperature and do not maintain it at that temperature for prolonged periods of time. This could cause the material to gel in the equipment or fail in the joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose it.

Typical Properties:

Recommended Application Temp	370 - 390°F
Maximum Heating Temp	410°F
Maximum Heating Time	12 Hrs.
Penetration	30 - 45
Resiliency	40% Min.
Flow 140°F	0 mm.
Softening Point	200°F Min.
Ductility, 77°F	30 cm.
Tensile Adhesion	500%
Viscosity, 375°F	60±10 poise
Flexibility, 20°F/1" Mandrel	Pass
Specific Gravity	1.18
Asphalt Compatibility	Compatible

Flexible to 20°F

Economical

Excellent Adhesion

Rapid Melting

Quick Set-Up

Resists Tracking

Specifications

P & T Products'
Specifications

Coverage

Width	Depth	Pounds/100
		Linear Feet
3/8"	3/8"	6.9
3/8"	1/2"	9.3
1/2"	1/2"	12.3
1/2"	1"	24.7
3/4"	1/2"	18.5
3/4"	3/4"	27.8

Packaging

Dura-Fill 320 is packaged in 2-30 lb. poly-bags in a 60 lb. high strength corrugated box. Each pallet contains 36 boxes or approximately 2,160 lbs. of Dura-Fill.

P&T Products, Inc.

472 Industrial Parkway, Sandusky, Ohio 44870
(419) 621-1966 • Fax (419) 621-1988 • (877) 690-4093 • www.P-TProductsInc.com

P&T Products, Inc.

Material Safety Data Sheet

No. Dura-Fill
By: P & T Products, Inc.

Revision: 3 Page: 1
Date: 2/19/01

Section One: Product Identification

Product Name:
Dura-Fill brand hot pour crack and joint sealants.

Chemical Name, Family & Synonyms:
Rubber Modified Asphalt Materials

Formula: N/A: Mixture containing asphalt cement, rubbers, extenders, and reinforcing fillers.

DOT Shipping Classification:
Non hazardous material

Note: This MSDS complies with requirements of the Hazardous Communication Standard, OSHA 29 CFR 1910.1200

Hazard Classification:

Health = 1

Fire = 1

Reactivity = 0

Emergency Assistance: 419-621-1966

Section Two: Hazardous Ingredients / Identity Information

Hazardous Components (Specific Chemical Identity / Common Name)	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (opt)
Asphalt (CAS 8052-42-4)		0.5 mg/m ³		

Note: The TLV is for asphalt fumes when heated

Section Three: Physical Chemical Characteristics

Boiling Point: Greater than 600° F

Vapor Pressure: (mm Hg) Not Applicable

Vapor Density: (AIR=1) Not Applicable

Solubility in Water: Negligible

Specific Gravity: (H₂O=1) 1.0-1.3

Melting Point:
(ASTM-D36. Ring and Ball Softening Point) 160-220° F

Evaporation Rate: (Butyl Acetate=1) N/A:
Material Does Not Experience Evaporation

Appearance and Odor: Black adhesive, solid at 77° F,
odor of Petroleum, liquid at temperatures above 275° F

Section Four: Fire and Explosive Hazard Data

Flash Point: (Method Used) C.O.C. (ASTM-D92)
424° F Minimum

Flammable Limits: Not Applicable

LEL

UEL

Extinguishing Media: CO₂, Dry Chemical, Foam

Special Fire Procedures: Use self controlled breathing apparatus in enclosed areas, and full body protection gear including face shield, trench coats, gloves, and rubber boots. Concentrated vapors from combustion should not be breathed.

Unusual Fire and Explosion Hazards: Black, dense haze smoke forms during burning. Keep sparks away from concentrated fumes. Material will not burn unless pre-heated.

P&T Products, Inc.

Material Safety Data Sheet

Revision: 3 Page: 2
Date: 2/19/01

Section Five: Reactivity Data

Stability: *Stable*

Incompatibility: *Strong oxidizing materials*

Hazardous Polymerization: *Will Not Occur*

Conditions To Avoid: *Do not expose fumes from heated product to sources of ignition*

Hazardous Decomposition or Byproducts: *Combustion may produce various oxides of carbon (CO, CO₂, etc...)*

Conditions To Avoid: *None Known*

Section Six: Health and Hazard Data

Routes of Entry:

Inhalation *Yes, Fumes*

Skin *Yes, Hot Material*

Ingestion *Rare*

Carcinogenicity:

NTP *NO*

IARC Monographs *NO*

OSHA Regulated *NO*

Health Hazards (Acute/Chronic): *High Fume Concentrations may irritate eyes & respiratory tract. Hot product may cause minor to severe burns when contacts skin.*

Signs and Symptoms of Exposure:

Inhalation-Irritation: nausea, dizziness, headaches

Skin Contact with Solid Product: No Irritation

Skin Contact with Hot Pour: Burns

Emergency and First Aid Procedures:

Inhalation: Remove to fresh air, assist breathing if necessary

Burns: Cool with water, remove with mineral oil/soap/water

Get medical help for severe burns

Medical Conditions:

Respiratory problems may be aggravated by petroleum fumes

Section Seven: Precautions for Safe Handling and Use

Steps to be taken in case material is released or spilled: *Permit material to cool to a solid, Cover with earth to reduce adhesiveness, Place in appropriate containers to transport to a waste disposal site*

Waste Disposal Method: *Bury collected material in approved landfill or burn in approved incinerator; Follow local, state, & federal regulations*

Precautions taken in Handling & Storing: *Keep pallets intact in storage, Packages of unused material present no known health/safety hazards*

Other Precautions: *Be aware of burn hazards which are possible if skin contact occurs during use, Avoid inhalation of excessive amounts of fumes, Practice good personal hygiene*

Section Eight: Control Measures

Respiratory Protect: *For high fume concentration, NIOSH respirator with organic and mist filter*

Ventilation: *Local Exhaust to keep fumes below TLV, Mechanical and Specialty Ventilation not generally required*

Protective Gloves: *To protect hands and arms from hot material*

Eye Protection: *Safety Goggles*

Other Protective Clothing/Equipment: *To prevent skin contact with hot material*

Work/Hygienic Practices: *Use good personal hygiene, wash hands and exposed skin with soap and water*

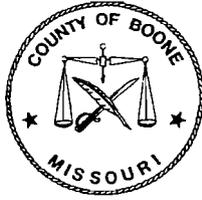
472 Industrial Parkway, Sandusky, Ohio 44870
(419) 621-1966 • Fax (419) 621-1988 • (877) 690-4093 • www.P-TProductsInc.com

Mike Hartman

From: AnCon2963@aol.com
Sent: Thursday, August 16, 2012 2:33 PM
To: Mike Hartman; jennifer@p-tproductsinc.com
Subject: Boone Cou8nty Bid

Reference your bid due on 8/21 for Boone County. Price on Dura-Fill 320 would be \$0.42 fob Sandusky.

Best regards, Tony



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Request for Bid (RFB)

Amy Robbins, Senior Buyer

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

Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **44-21AUG12**

Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, August 21, 2012**

Time: **1:30 PM Central Time**

(Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: **The Annex Building is located at the corner of 7th and Ash Streets.**

Bid Opening

Day / Date: **Tuesday, August 21, 2012**

Time: **1:30 PM Central Time**

(Bids received after this time will be returned unopened)

Location / Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109**

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** - Any questions or clarifications regarding this Bid should be directed in writing, by e-mail or fax to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: arobbins@boonecountymmo.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

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.
 - 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 **September 1, 2012 through February 28, 2013 and may be automatically renewed for up to an additional five (5) six-month 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 the Furnishing and Delivery of Solid Block Asphalt Sealant as needed for the Boone County Public Work's Department.

2.1.1. Product Specification – Crafcro Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatibility (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.

2.1.2. Product Information: Vendors shall submit product specification and MSD sheets with Bid Response.

2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.

2.2.1. If renewal percentages are not provided, 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 quantities or total prices.

2.6. SCOPE OF SERVICE - The Public Works Department will order the specified material, as detailed on the Response Form, on an "as required" basis. The County requests direct shipment to the Public Works Department within one (1) week from the date of order.

2.7. ADDITIONAL INSTRUCTIONS

2.7.1. Product Substitution: All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

2.7.2. Quantities: Quantities are estimated based on past usage for a 12-month period. The County

- anticipates ordering approximately 38,000 pounds. The County reserves the right to increase or decrease this projected quantity as requirements dictate.
- 2.7.3. **Stock Items:** The bidders are expected to have the items bid on the *Response Form* in stock. The item as bid is not to be subject to minimum order, or even carton only requirements.
 - 2.7.4. Should a need arise for materials or services which are not available, the County reserves the right to secure materials or services from other sources to meet its immediate needs without prejudice of the contract.
 - 2.7.5. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.
 - 2.8. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Asst. Manager, Road Maintenance Operations, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.9. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.9.1. **Delivery Terms** - FOB Destination – with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.9.2. **Delivery Time:** All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding state holidays.
 - 2.10. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
 - 2.11. **PAYMENT** – Monthly Statements shall be submitted to the Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
-

3. Response Presentation and Review

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



Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Request for Bid (RFB)

Amy Robbins, Senior Buyer

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

Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **44-21AUG12**

Commodity Title: **Solid Block Asphalt Sealant Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, August 21, 2012**

Time: **1:30 PM Central Time**

(Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: The Annex Building is located at the corner of 7th and Ash Streets.

Bid Opening

Day / Date: **Tuesday, August 21, 2012**

Time: **1:30 PM Central Time**

(Bids received after this time will be returned unopened)

Location / Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109**

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** - Any questions or clarifications regarding this Bid should be directed in writing, by e-mail or fax to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: arobbins@boonecountymmo.org. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.

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.
 - 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 **September 1, 2012 through February 28, 2013 and may be automatically renewed for up to an additional five (5) six-month 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 the Furnishing and Delivery of **Solid Block Asphalt Sealant** as needed for the Boone County Public Work's Department.
 - 2.1.1. **Product Specification** – Crafc0 Polyflex Type 2 or approved equal. Limits of material when heated in accordance with ASTM D5078: Cone Penetration @ 77° F. (ASTM D5329) 35-55; Resilience (ASTM D5329) 40% min.; Softening Point (ASTM D36) 200° F./min; Ductility 77° F. (ASTM D113) 30 cm/min.; Flexibility (ASTM D3111 Modified) Pass at 20° F.; Flow 140° F. (ASTM D5329) 3mm max.; Brookfield Viscosity 400° F. (ASTM D2669) 100 Poise max.; Asphalt compatibility (ASTM D5329) Pass; Bitumen Content (ASTM D4) 60% min.; Tensile Adhesion (ASTM D5329) 500% min.; Safe Heating Temperature 400° F.; Recommended Pour Temperature 380° F.
 - 2.1.2. **Product Information:** Vendors shall submit product specification and MSD sheets with Bid Response.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages noted on the Response Form for the 1st and 2nd Renewal Periods.
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- 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.
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- 2.6. **SCOPE OF SERVICE** - The Public Works Department will order the specified material, as detailed on the *Response Form*, on an "as required" basis. The County requests direct shipment to the Public Works Department within one (1) week from the date of order.
- 2.7. **ADDITIONAL INSTRUCTIONS**
 - 2.7.1. **Product Substitution:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
 - 2.7.2. **Quantities:** Quantities are estimated based on past usage for a 12-month period. The County

anticipates ordering approximately 38,000 pounds. The County reserves the right to increase or decrease this projected quantity as requirements dictate.

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 - 2.10. **BILLING** – The Contractor(s) shall “Bill as Shipped” to the Public Works Department. The Billing and Shipping address are the same.
 - 2.11. **PAYMENT** – Monthly Statements shall be submitted to the Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid monthly statement.
-

3. *Response Presentation and Review*

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

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

	Estimated Yearly Qty	Description	Unit Price	Extended Price
4.7.1.	38,000 lbs	Solid Block Asphalt Sealant	\$ _____ /lb	\$ _____
4.7.2.	6	Long Handle "V" Squeegee with 12" red (high heat silicone) blade	\$ _____ /each	\$ _____
4.7.3.	12	12" Red (high heat silicone) replacement squeegee blades	\$ _____ /each	\$ _____
4.7.4.	2	Swivel Tip for Crafcoc Crack seal machine Part# CRA27130	\$ _____ /each	\$ _____
4.7.5.	2	Drip Stopper, Part # CRA27114	\$ _____ /each	\$ _____
4.7.6.	2	Stop Shroud, Part # CRA27115	\$ _____ /each	\$ _____
4.7.7.	GRAND TOTAL			\$ _____

4.7.8. Maximum Percentage Increase for Renewal Periods

_____ % 2nd Six-month renewal

_____ % 3rd Six-month renewal

_____ % 3rd Six-month renewal

4.7.9. Delivery After Receipt of Order: _____ Days

Is there a minimum order required on the Solid Block Asphalt Sealant? (yes/no) _____.

4.7.10. If yes, what is the minimum order requirement? _____

4.7.11. Describe Vendor Return Policy:

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

_____ Yes _____ No

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

4.10. Today's Date: _____

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:



Standard Terms and Conditions

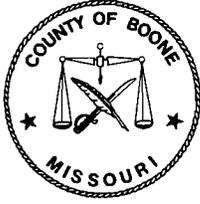
Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer

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

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may 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 or **e-mail** will be accepted. **U.S. mail only.**
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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
-



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201
Amy Robbins, Senior 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: 44-21AUG12 - SOLID BLOCK ASPHALT SEALANT TERM & SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 4th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

Somerset Village Plat 1 & 2. S1&2-T48N-R12W. A-2. St. Charles Road Development LLC, owner. Jay Gebhardt, surveyor.

Done this 4th day of October 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 4th day of October 20 12

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

Now on this day the County Commission of the County of Boone does hereby receive and accept the following roadways as described in the attached New Roadway Construction Final Inspection reports; as county roads and assumes maintenance responsibility from the date of this order forward:

- Battle Avenue in Somerset Village Plat I
- Battle Avenue in Somerset Village Plat II
- Spartan Drive in Somerset Village Plat I

Done this 4th day of October 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner



Boone County Resource Management

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
801 E. WALNUT ROOM 315 COLUMBIA, MO 65201-7730
(573) 886-4480 FAX (573) 886-4340

STAN SHAWVER, DIRECTOR

PLANNING – INSPECTIONS – ENGINEERING

DERIN CAMPBELL, CHIEF ENGINEER

October 2, 2012

Boone County Commission
801 E. Walnut, Rm. 245
Columbia, MO 65201

RE: Roadway Acceptances Somerset Village Plats 1 & 2

Dear Commissioners,

Please find attached for your consideration for roadway maintenance acceptance, New Roadway Construction Final Reports, for the following roads:

Battle Ave. – Somerset Village Plat 1
Battle Ave. – Somerset Village Plat 2
Spartan Dr. – Somerset Village Plat 1

Sincerely,

Dan Haid, P.E.

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9-24-12

Date letter requesting acceptance received: 9-21-12

Development

Name: Somerset Village Plat 1

Roadway Name: Battle Ave. Sheet of
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Asphalt w/ concrete C&G

Roadway Width 48'
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material

Length of Roadway 1523' ROW Width 100'

Cul-de-sac surface N/A Radius N/A

Sidewalks: Yes No Curb & Gutter: Rollback Barrier

Comments: Sidewalk constructed on east side.



Supervisor's Signature

10-2-12

Date

Boone County Public Works
Design and Construction

NEW ROADWAY CONSTRUCTION
FINAL REPORT

Final Inspection Date: 9-24-12

Date letter requesting acceptance received: 9-21-12

Development

Name: Somerset Village Plat 2

Roadway Name: Bottle Ave. Sheet of
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Concrete

Roadway Width 48'
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material N/A

Length of Roadway 1752 ROW Width 100'

Cul-de-sac surface Temp. Radius

Sidewalks: Yes No Curb & Gutter: Rollback Barrier

Comments:

D. [Signature]

10-2-12

Supervisor's Signature

Date

Boone County Public Works
Design and Construction

**NEW ROADWAY CONSTRUCTION
FINAL REPORT**

Final Inspection Date: 9-24-12

Date letter requesting acceptance received: 9-21-12

Development

Name: Somerset Village Plat 1

Roadway Name: Spartan Dr. Sheet of
(If more than one roadway, fill out a separate form for each road.)

DESCRIPTION AND CONDITIONS OF THE ROADWAY:

Roadway Surface Asphalt w/ concrete C&G

Roadway Width 38'
(If Curb & Gutter, measure back of curb to back of curb)

Shoulder Width N/A Type of Material N/A

Length of Roadway 424' ROW Width 66'

Cul-de-sac surface N/A Radius N/A

Sidewalks: Yes No Curb & Gutter: Rollback Barrier

Comments: _____

D. [Signature]

10-2-12

Supervisor's Signature

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 4th day of October 20 12

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 American Red Cross on December 21st, 2012 from 9:00 am until 3:30 pm for a blood drive.

Done this 4th day of October, 2012.

ATTEST:

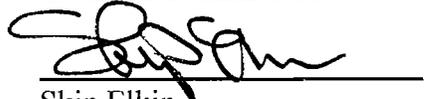
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

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

Description of Use: Blood Drive

Date(s) of Use: 12/21/2012

Time of Use: From: 9:00am AM/PM thru 3:30 AM/PM

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

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

Name of Organization/Person: American Red Cross

Organization Representative/Title: Craig Jackson

Address: 1511 S. Providence Columbia, MO 65201

Phone Number: 573-489-2450 Date of Application: 9/28/2012

Email Address: Craig.jackson@redcross.org

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:

Wendy S. Noveck
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 10/4/12

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 12

In the County Commission of said county, on the 4th day of October 20 12

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 Industrial Development Authority of Boone County on October 15th, 2012 from 7:00 pm until 8:00 pm for a meeting.

Done this 4th day of October, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut, Room 333
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 use permit to use the Boone County Courthouse Grounds and/or Roger B. Wilson Government Center or Centralia Satellite Office as follows:

Description of Use: Meeting

Date(s) of Use: October 15, 2012

Time of Use: From: 7:00 P.M. AM/PM thru 8:00 P.M. AM/PM

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm301 - Rm306 - Rm311 - Rm332
Centralia Clinic

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

Name of Organization/Person: Industrial Development Authority of Boone County, Missouri

Organization Representative/Title: Thomas M. Schneider

Address: 11 N. Seventh Street, Columbia, MO 65201

Phone Number: 449-2451 Date of Application: October 3, 2012

Email Address: tms@11-7law.com

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:

Wendy S. Norman
County Clerk

BOONE COUNTY, MISSOURI

[Signature]
County Commissioner

DATE: 10/4/12