

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of

November 20 17


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


Now on this day the County Commission of the County of Boone does hereby award bid 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves Term & Supply to John Henry Foster Company of St. Louis, Inc.

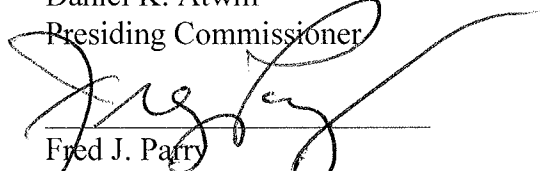
Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

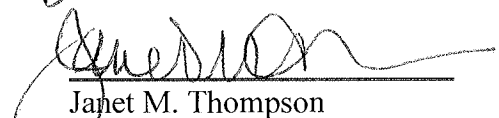
Done this 21st day of November, 2017

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: November 13, 2017
RE: 42-25OCT17-Hoses, Fittings, and Hydraulic Valves – Term & Supply

42-25OCT17-Hoses, Fittings, and Hydraulic Valves – Term & Supply opened on October 25, 2017. Three (3) bids were received. Public Works recommends award by low bid to John Henry Foster Company of St Louis, Inc.

This is a term and supply contract and will be paid from department 2040 – Public Works – Maintenance Operations, account 60200 – Equipment Repairs/Maintenance.

att: Bid Tab

cc: Greg Edington, Public Works

Bid File

BID TABULATION
42-25OCT17 - HOSES, FITTINGS, AND HYDRAULIC VALVES - TERM & SUPPLY

Vendor		Lawson Products, Inc	Superior Industrial Supply	John Henry Foster
Item #	Item Listing			
4.8.1.	Hoses, Fittings _____% Discount off Catalog Price	54.00%	75.50%	76.20%
4.8.2.	Hydraulic Valves _____% Discount off Catalog Price	54.00%	No Bid	62.00%
4.8.3.	Hydraulic Couplers / Nipples _____% Discount off Catalog Price	54.00%	74.00%	85.00%
4.8.7.	Minimum Order Quantity			
	Hoses	package quantity	Full Reel	1 foot
	Fittings	package quantity	None	1
	Hydraulic Valves	package quantity	No Bid	1
	Hydraulic Couplers / Nipples	package quantity	None	1
4.8.8.	Return policy if different than requirements stated in bid	Within 90 days of shipment, in original packaging, in resealable condition, with proof of purchase. Restocking and return freight fees may apply	N/A	N/A
4.8.9.	Co-op?	Y	Y	Y
	Catalog/Price Sheets Submitted w/Bid	Y	Y	Y

No Bids

**PURCHASE AGREEMENT
FOR
HOSES AND FITTINGS TERM AND SUPPLY**

THIS AGREEMENT dated the 21st day of November 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **John Henry Foster Company of St. Louis, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Hoses, Fittings, and Hydraulic Valves - Term and Supply**, bid number **42-25OCT17**, any applicable addenda, and the Contractor's bid response dated **October 22, 2017** and executed by **Stacy Brockman** 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 begin on **January 1, 2018** and continuing through **December 31, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **four (4) additional one year 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 - All deliveries shall be made FOB Destination, Inside Delivery with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: **Boone County Public Works; 5551 Tom Bass Road, Columbia, MO 65201**. Contractor agrees to deliver the items as specified within 72 hours 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 correct 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.

**JOHN HENRY FOSTER COMPANY
OF ST LOUIS, INC.**

By Stacy Brook

Title VMI Sales Rep

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Buckner
County Clerk

AUDITOR CERTIFICATION

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

James E. Pitchford
Signature by [Signature]

11/14/17
Date

2040/60200 - Term & Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

4.	Response Form
4.1.	Company Name: <u>John Henry Foster</u>
4.2.	Address: <u>4700 LeBourget Dr</u>
4.3.	City/Zip: <u>St. Louis, Mo 63134</u>
4.4.	Phone Number: <u>573-355-0623</u>
4.5.	Fax Number:
4.6.	E-Mail Address: <u>Sbrockmen@JHF.com</u>
4.7.	Federal Tax ID: <u>43-1306476</u>
4.7.1.	<input checked="" type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership - Name
	<input type="checkbox"/> Individual/Proprietorship - Individual Name
	<input type="checkbox"/> Other (Specify)
4.8.	PERCENTAGE DISCOUNT FROM CATALOG PRICING:
4.8.1.	HOSES & FITTINGS: <u>76.2</u> % DISCOUNT
4.8.2.	HYDRAULIC VALVES: <u>62</u> % DISCOUNT
4.8.3.	HYDRAULIC COUPLERS/NIPPLES: <u>85</u> % DISCOUNT
4.8.4.	<u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.8.5.	Authorized Representative (Sign by Hand): <u>Stacy Brockmen</u> Date: <u>10-22-17</u>
4.8.6.	Print Name and Title of Authorized Representative <u>Stacy Brockmen</u> Date: <u>10-22-17</u>
4.8.7.	If applicable, vendor must indicate the minimum order quantity below for each category:
	Hoses: <u>1 ft</u>
	Fittings: <u>1</u>
	Hydraulic Valves: <u>1</u>
	Hydraulic Couplers/Nipples: <u>1</u>

4.8.8. Describe Return Policy if Different from Requirements Stated in Bid:

4.8.9. 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

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Stacy Brockman VMI Sales Rep
Name and Title of Authorized Representative

StyBwd 10-22-17
Signature Date

* THIS IS NOT AN INVOICE *

4700 LeBourget Drive
St. Louis, MO 63134

Ph (314) 427-0600
Fax (314) 427-3502

Quote	QT-00070827
Terms	Net 20 Days
Date	10/20/2017
Ship Via	Van 17-Stacy Brockman
Secondary Ship Via	BestWay

Quoted to: Stacy Brockman

Account # C001728
Boone County Public Works
5551 S. Tom Bass Rd.
Columbia, MO 65201

Ship to C001728
Boone County Public Works
5551 S. Tom Bass Rd.
Columbia, MO 65201

Customer Reference: rfc

Item	Description	Qty	Available	Price	Extension
H2S/S	FHK SERIES SOCKET, STAINLESS1/4" FEMALE	1	1	24.47	24.47
K2S/S	FHK SERIES PLUG, STAINLESS1/4" FEMALE	1	1	9.00	9.00
H3S/S	FHK SERIES SOCKET, STAINLESS3/8" FEMALE	1	1	29.95	29.95
K3S/S	FHK SERIES PLUG, STAINLESS3/8" FEMALE	1	1	14.65	14.65
H4S/S	FHK SERIES SOCKET, STAINLESS1/2" FEMALE	1	1	54.59	54.59
K4S/S	FHK SERIES PLUG, STAINLESS1/2" FEMALE	1	1	24.65	24.65
H6S/S	FHK SERIES SOCKET, STAINLESS3/4" FEMALE	1	1	89.35	89.35
K6S/S	FHK SERIES PLUG, STAINLESS3/4" FEMALE	1	1	37.49	37.49
H8S/S	FHK SERIES SOCKET, STAINLESS1" FEMALE	1	1	132.29	132.29
K8S/S	FHK SERIES PLUG, STAINLESS1" FEMALE	1	1	63.59	63.59
04Z-104	Z SERIES MALE RIGID1/4" HOSE TO 1/4" NPT	1	1	3.18	3.18
04Z-504	Z SERIES 37 MALE RIGID1/4" HOSE TO 1/4" MALE	1	1	4.30	4.30
04Z-505	Z SERIES JIC 37 MALE RIGID1/4" HOSE X 5/16" MALE	1	0	4.28	4.28
04Z-604	Z SERIES FEMALE JIC1/4" HOSE TO 1/4" TUBE	1	1	3.76	3.76
04Z-605	Z SERIES FEMALE JIC1/4" HOSE TO 5/16" TUBE	1	1	4.03	4.03
04Z-606	Z SERIES FEMALE JIC1/4" HOSE TO 3/8" TUBE	1	1	3.93	3.93

06Z-106	Z SERIES MALE RIGID3/8" HOSE TO 3/8" NPT	1	1	3.47	3.47
06Z-506	Z SERIES JIC 37 RIGID3/8" HOSE TO 3/8" MALE	1	1	4.20	4.20
06Z-606	Z SERIES FEMALE JIC3/8" HOSE TO 3/8" TUBE	1	1	4.39	4.39
06Z-608	Z SERIES FEMALE JIC3/8" HOSE TO 1/2" TUBE	1	1	4.65	4.65
06Z-S66	Z SERIES FEMALE FOR-SEAL3/8" HOSE TO 3/8" SWIVEL	1	1	7.61	7.61
08Z-106	Z SERIES MALE RIGID1/2" HOSE TO 3/8" NPT	1	1	4.45	4.45
08Z-108	Z SERIES MALE RIGID1/2" HOSE TO 1/2" NPT	1	1	4.71	4.71
08Z-510	Z SERIES JIC 37 RIGID1/2" HOSE TO 5/8" MALE	1	1	6.01	6.01
08Z-608	Z SERIES FEMALE JIC1/2" HOSE TO 1/2" TUBE	1	1	5.57	5.57
08Z-668	Z SERIES JIC 90 ELBOW SWIVEL1/2" HOSE TO 1/2" FEMALE	1	1	11.77	11.77
10Z-512	HOSE END, 1S/1R Str M SAE 37	1	0	8.60	8.60
10Z-612	Z SERIES FEMALE JIC5/8" HOSE TO 3/4" TUBE	1	1	9.00	9.00
12Z-112	Z SERIES MALE RIGID3/4" HOSE TO 3/4" NPT	1	1	7.71	7.71
12Z-612	Z SERIES FEMALE JIC3/4" HOSE TO 3/4" TUBE	1	1	9.13	9.13
12Z-672	JIC 37 SWIVEL 90 ELBOW3/4" HOSE TO 3/4" FEMALE	1	1	19.63	19.63
16Z-616	Z SERIES FEMALE JIC1" HOSE TO 1" TUBE	1	1	15.25	15.25
16Z-G80	SPLIT FLANGE 90 ELBOW CODE 611" HOSE TO 1-1/4" FLANGE	1	0	31.98	31.98
33808P-106	338"P", MALE PIPE RIGID1/2" I.D. HOSE TO 3/8" PIPE	1	0	3.63	3.63
33808P-Y76	338"P", AIR BRAKE SWIVEL 1/2" I.D. HOSE TO 3/8" ABS	1	0	7.96	7.96
H28004-500R	H280 WEATHERSHIELD HOSE1/4" ID 500FT	1	1	2.33	2.33
H28006-500R	3/8" H280 Hydraulic Hose	1	1	2.82	2.82
H28008-500R	H280, HYDRAULIC HOSE1/2" ID X 13/16" OD, 500 FT.	1	1	3.25	3.25
	H280, HYDRAULIC HOSE5/8" ID X	1	1	4.29	4.29

H28010-250R	15/16" OD, 250 FT				
H28012-250R	H280, HYDRAULIC HOSE 3/4" ID X 1-3/32" OD, 250 FT.	1	1	5.23	5.23
H28016-250R	H280 WEATHERSHIELD HYDRAULIC HOSE 1" ID X 1.41" OD	1	1	6.91	6.91
H145R16-250R	WEATHERHEAD RHINO HIDE HOSE 1" ID, 1-15/32" OD, 3000 PSI	1	1	10.78	10.78

Quoted by: Stacy Brockman
Phone: 573-355-0623
Email: sbrockman@jhf.com
Expires: 11/5/2017

Review and place orders at www.jhf.com

Total

708.84



Request for Bid

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

Robert Wilson, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **42-25OCT17**
Commodity Title: **Hoses, Fittings, and Hydraulic Valves - Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, October 25, 2017**
Time: **2:30 P.M.** (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 Purchasing office is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, October 25, 2017**
Time: **2:30 P.M.**
Location / Address: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Debarment Certification
Standard Terms and Conditions
"No Bid Response" Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation for Bid" is used when the need is well defined. An "Invitation for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from January 1, 2018 through December 31, 2018, and may be automatically renewed for an additional four (4) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of various **Hoses, Fittings and Hydraulic Valves** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$10,000.00 will be expended for hoses and fittings from the FY 2018 budget. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2018 through December 31, 2018**. This contract is subject to **renew annually for four (4) additional one (1) year periods** following expiration of the first contract period. The percentage over cost identified on the Response Form shall remain fixed for the original contract period and each subsequent renewal period.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.5. **Standard Hoses and Fittings** – The list below identifies some of the most commonly ordered hoses and fittings for Boone County. The County’s purchases will not be limited to this list.

FITTINGS

- 04Z-104
- 04Z-504
- 04Z-505
- 04Z-604
- 04Z-605
- 04Z-606
- 06Z-106
- 06Z-506
- 06Z-606
- 06Z-608
- 06Z-S66
- 08Z-106
- 08Z-108
- 08Z-510
- 08Z-608
- 08Z-668
- 10Z-512
- 10Z-612
- 12Z-112
- 12Z-612
- 12Z-672
- 16Z-616
- 16Z-G80

FITTINGS

- 33808P-106
- 33808P-Y76

HOSES

- H28004
- H28006
- H28008
- H28010
- H28012
- H28016
- H145R16

HYDRAULIC COUPLERS/NIPPLES

- H2 S/S
- H3
- H4
- H6
- H8
- K2 S/S
- K3
- K4
- K6
- K8

- 2.5.1. The majority of orders for the County will be for Weatherhead fittings and hoses. The contractor must be able to supply Weatherhead fittings and hoses. Compatible hoses and fittings will **NOT** be accepted.
- 2.5.2. The County also intends to purchase various hydraulic valves as a part of this contract. The majority of these valves are Sauer Danfoss brand and are PVEO and PVEM series.
- 2.6. **Percentage Mark Up Items** – Bidder must state the percentage discount off catalog pricing for all hoses, fittings, and hydraulic valves on the *Response Page*. The percentage discount stated on the *Response Page* shall remain firm for the duration of the contract and will apply to all parts sold to the County.
 - 2.6.1. The contractor must supply a current catalog to the County on a yearly basis. If the contractor does not publish a catalog of parts, the contractor must supply yearly price sheets for all hoses, fittings, and hydraulic valves. When the manufacturer’s price list changes, the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to the Greg Edington, Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201.
 - 2.6.2. In addition to the pricing offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs.
 - 2.6.3. It will be the Contractor’s responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.6.4. The percentage discount offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.6.5. During the contract period, Contractor catalog prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of “equal or better” is to be determined at the sole discretion of the county staff.
- 2.8. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.9. **Warranty** – The Contractor shall furnish factory warranties on all parts provided against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.10. **The following submittals shall be included with Bidder’s response:**
 - a) A current catalog or price sheets for all hoses, fittings, and hydraulic valves. Failure to submit price sheets may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
- 2.11. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Director Public Works, 5551 Tom Bass Road, Columbia, Missouri 65201.
 - 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing by U.S. mail to Robert Wilson, Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201, faxing to (573) 886-4390 or email: rwilson@boonecountymmo.org.
- 2.12. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: Boone County Public Works; 5551 Tom Bass Road; Columbia, MO 65201. Due to Boone County Public Works inventory constraints, all orders shall be delivered within 72 hours after the order is placed.

- 2.13. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified as current County employees.
- 2.14. **PAYMENT TERMS** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
- 2.15. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.16. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid 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** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage discount stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
 - 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.	Response Form
4.1.	Company Name: _____
4.2.	Address: _____
4.3.	City/Zip: _____
4.4.	Phone Number: _____
4.5.	Fax Number: _____
4.6.	E-Mail Address: _____
4.7.	Federal Tax ID: _____
4.7.1.	() Corporation () Partnership - Name _____ () Individual/Proprietorship - Individual Name _____ () Other (Specify) _____
4.8.	PERCENTAGE DISCOUNT FROM CATALOG PRICING:
4.8.1.	HOSES & FITTINGS: _____ % DISCOUNT
4.8.2.	HYDRAULIC VALVES: _____ % DISCOUNT
4.8.3.	HYDRAULIC COUPLERS/NIPPLES: _____ % DISCOUNT
4.8.4.	<u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order.</u> By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.
4.8.5.	Authorized Representative (Sign by Hand): _____ Date: _____
4.8.6.	Print Name and Title of Authorized Representative _____ Date: _____
4.8.7.	If applicable, vendor must indicate the minimum order quantity below for each category:
	Hoses: _____
	Fittings: _____
	Hydraulic Valves: _____
	Hydraulic Couplers/Nipples: _____

4.8.8.	Describe Return Policy if Different from Requirements Stated in Bid:
4.8.9.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <u> </u> Yes <u> </u> No

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

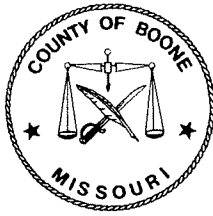
Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



"No Bid" Response Form

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

"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 email, 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: 42-25OCT17 - Hoses, Fittings, and Hydraulic Valves Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



BOONE COUNTY, MISSOURI
**Request for Bid #: 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term
& Supply**

ADDENDUM #1 - Issued October 6, 2017

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

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

1) Question Received by the County:

I have a question about the hydraulic valves on this bid. I have tried to identify these numbers as Sauer Danfoss, and have been unsuccessful. Are these hydraulic couplers? Perhaps from Parker? Can you supply me with actual part numbers so I can identify them?

Response by the County:

The numbers listed in the bid are a sample of Weatherhead hoses, fittings, and couplers that the County may purchase. The valves that the County intend to purchase with this bid are from Sauer Danfoss PVEO and PVEM series. The part numbers for the valves were not included in the RFB. Below is a list of valves the County currently possesses for informational purposes.

PVOE 32 series #157B4291 with Deutsch connector.

#157B4392


#157B4792

#157B4092



BOONE COUNTY, MISSOURI
Request for Bid #: 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply

ADDENDUM #1 - Issued October 6, 2017

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
**Request for Bid #: 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term
& Supply**

ADDENDUM #2 - Issued October 11, 2017

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

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

1) Question Received by the County:

On Page 4, 2.5 Standard Hoses and Fittings – The list below identifies some of the most commonly ordered hoses and fitting for Boone County, under Hydraulic Couplers/Nipples, can you provide more information (for cross-reference purposes) on the following?

H2 S/S
H3
H4
H6
H8
K2 S/S
K3
K4
K6
K8

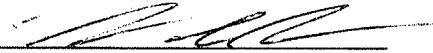
Response by the County:

The listed coupler and nipple examples are Parker Hannifin and/or Foster brand.



BOONE COUNTY, MISSOURI
Request for Bid #: 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply

ADDENDUM #2 - Issued October 11, 2017

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply

ADDENDUM #3 - Issued October 11, 2017

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

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

1) Question Received by the County:

I just spoke to you about the Weatherhead price list being 18,000 items. I asked if it were possible to send the price lists for hose and fittings, as well as couplers, on a flash drive as Excel files. Please let me know if this is an option.

Response by the County:

Price lists submitted on a flash drive are acceptable.

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #3 to Request for Bid # **42-25OCT17 – Hoses, Fittings, and Hydraulic Valves - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

November Session of the October Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

21st

day of

November

20

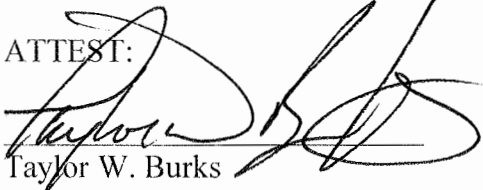
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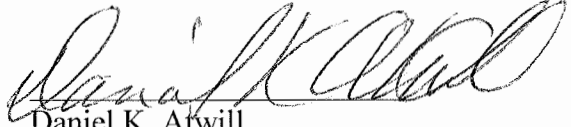
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by The Industrial Development Authority of Boone County for November 27, 2017 from 7:00 p.m. to 9:00 p.m.


Done this 21st day of November, 2017.

ATTEST:

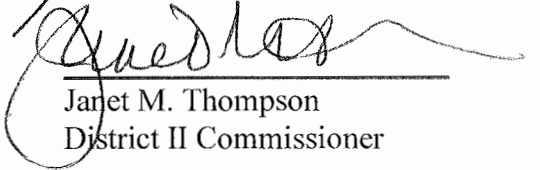

Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet M. Thompson, 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 CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: The Industrial Development Authority of Boone County, Missouri

Address: 11 N. Seventh Street

City: Columbia State: MO ZIP Code 65201

Phone: 573-449-2451 Website: _____

Individual Requesting Use: Thomas M. Schneider Position in Organization: Attorney

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Special Meeting

Description of Use (ex. Speaker, meeting, reception): meeting

Date(s) of Use: November 27, 2017

Start Time of Setup: 7:00 p.m. AM/PM Start Time of Event: _____

End Time of Event: 9:00 p.m. AM/PM End Time of Cleanup: _____

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

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with 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 of rooms as specified in this application.

Organization Representative/Title: Attorney

Phone Number: 573-449-2451 Date of Application: November 17, 2017

Email Address: tms@11-7law.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymmo.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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:

Taylor W. Buching
County Clerk

BOONE COUNTY, MISSOURI
[Signature]
County Commissioner

DATE: 11-21-17