

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of July 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 utilization of Missouri Department of Transportation cooperative contract: 3-110721RJ – 10’ Reversible Snowplow with HENKE Manufacturing Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5th day of July, 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 Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 12, 2012
RE: Cooperative Contract: 3-110721RJ – 10' Reversible Snowplow

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation contract 3-110721RJ to purchase one (1) 10' Reversible Snowplow from HENKE Manufacturing Corporation of Leavenworth, Kansas.

Total cost is \$8,947.00 and will be paid from department 2040 – Public Works Maintenance Operations, account 91300 – Machinery & Equipment. \$9,700.00 was budgeted for 2012.

ATT Public Works Memo

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
Snowplow, Reversible 10'**

THIS AGREEMENT dated the 5 day of July 2012 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Henke Manufacturing Corporation**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **10' Reversible Snowplow**, HENKE quotation number L-25911, Ryan Wilson's e-mail dated May 29, 2012, the Missouri Department of Transportation Contract **3-110721RJ** with any addendums and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are 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 Missouri Department of Transportation Contract 3-110721RJ and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) 10' Reversible Snowplow as follows:

	<u>Unit Price</u>
HENKE "I" Plow 41R10IS (with Cannon style trip & 5/8" cutting edge)	\$5,145.00
Universal Quick Hitch (plow portion)	\$636.00
Rubber Snow Deflector	\$142.00
Plow Markers	\$70.00
Pneumatic Wheels	\$1,095.00
Universal Quick Hitch (truck hitch)	\$1,129.00
3 x 10 Single Acting Cylinder	\$230.00
Delivery	\$500.00
 Plow / Hitch Total	 \$8,947.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 - 90 days after receipt of order. Delivery shall be to Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201.

4. **Title** - Title in the name of: Boone County Public Works. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

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 vendor's bid response. No additional fees for paper work processing, labor, 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. 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 Vendor, 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.

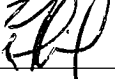
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- 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.

HENKE MANUFACTURING CORPORATION

BOONE COUNTY, MISSOURI

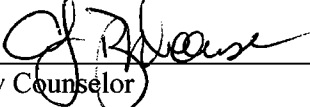
by  RYAN F. WILSON
title MID-EAST REGION SALES MANAGER

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

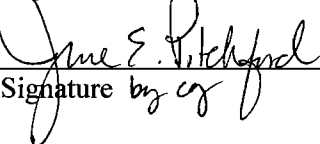
APPROVED AS TO FORM:

ATTEST:


County Counselor


Wendy S. Noren, County Clerk

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


Signature by *eg*

6/28/12
Date

2040-91300 - \$8,947.00

Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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.

Melinda Bobbitt - HENKE PLOW QUOTE - MO DOT PRICING

From: Ryan Wilson <RWilson@henkemfg.com>
To: "gedington@boonecountymo.org" <gedington@boonecountymo.org>
Date: 5/29/2012 11:39 AM
Subject: HENKE PLOW QUOTE - MO DOT PRICING
Attachments: L-25911.doc

Hi Greg-

Here is the link to the MO DOT website that includes the Henke pricing sheet:

<http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/SFSSnowPlows.htm> Click on the "Additional Henke Options" sheet and you will see the pricing on our plows & hitches.

Below you will find a plow/ hitch set up like we spoke about over the phone:

<u>PRODUCT/ OPTIONS</u>	<u>MO DOT CONTRACT</u>
PRICE	
HENKE "I" Plow 41R10IS (with Cannon style trip and 5/8" cutting edge)	\$5,145
Universal Quick Hitch (plow portion)	\$636
Rubber snow deflector	\$142
Plow markers	\$70
Pneumatic wheels	\$1,095
Universal Quick Hitch (truck hitch)	\$1,129
3 x 10 Single Acting Cylinder	<u>\$230</u>
	<u>PLOW/ HITCH TOTAL:</u>
	<u>\$8,447.00</u>

Freight or installation is **not included** in the MODOT contract pricing. Freight for a plow and hitch to Columbia is **\$500.**

Didn't know if you wanted to come pick up the order and take a tour of the Henke facility while you pick up the plow? Would save you a little \$ on freight.

If you decide this is the way you want to go you will need to call Reva Jones @ MODOT Purchasing to let her know you are going to purchase this off the contract. Reva's phone # is (573) 526-2744.

You will then need to fill out the attached quote and assign a PO # to it. You can either fax or email me a copy of the purchase order.

Call or email me if you have any questions.

Thanks!

Ryan Wilson
 Mid-East Territory Manager
 Henke Manufacturing

Direct Office: (913) 297-7809

Cell: (913) 484-7892

Fax: (913) 682-0300

www.henkemfg.com





3070 Wilson Ave
Leavenworth, KS 66048

HENKE QUOTATION L-25911

Quotation Valid for 30 Days

DATE: May 29, 2012

Quote to: Greg Edington, Fleet Operations Superintendent
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

**Ref: PLOW AND HITCH QUOTE
PER MODOT CONTRACT #3-110721RJ**

Phone # 573-449-8515
Fax # 573-875-1602
Credit Terms Net 30 Days
Est. Delivery 60-90 Days

Ship Via: Best Way
F.O.B.: Leavenworth, KS
Freight Terms: Prepay and Add
Paint Color: **SEE BELOW**

(1) Henke 41R10IS -- 10 Foot Reversible Snowplow

- 41" high with 10 gauge, rolled plate moldboard and integral snow shield
- **"Cannon style" trip**
- Hydraulic power reverse with (2) 3" x 10" x 2" D.A. cylinders & cushion valve
- Circle push frame, A-Frame and swivel plate
- **5/8" Cutting edge**
- **Rubber snow shield**
- **Pneumatic wheels**
- **Plow markers**
- **Universal quick hitch, plow portion (installed)**

- Henke Universal Quick Hitch (Truck Portion Hitch) w/ Truck Attachments**
- **3 x 10 Double acting cylinder**

Dealer Net.....\$ 8,447.00

NOTE: FREIGHT TO COLUMBIA, MO IS \$500 FOR THE PLOW AND HITCH

Ryan Wilson –Regional Sales Manager – rwilson@henkemfg.com
www.henkemfg.com

**MO DOT SPECIFIED
DUMP TRUCK SNOW PLOWS
WITH ALTERNATE PLOW AND HITCH OPTIONS**

MAKE	DESCRIPTION	MODEL #	OVERALL LENGTH (In Inches)	NOSE HEIGHT	DISCHARGE	TRIP TYPE	ONE WAY ("X" if Yes)	REVERSIBLE ("X" if Yes)	UNIT PRICE
TRUCK PLOWS:									
Henke	10' Multi-Blade Plow	M-BP 10'	120"	41"	41"	ECT		x	\$10,626
Henke	11' Multi-Blade Plow	M-BP 11'	132"	41"	41"	ECT		x	\$10,815
Henke	12' Multi-Blade Plow	M-BP 12'	144"	41"	41"	ECT		x	\$11,004
Henke	14' Multi-Blade Plow	M-BP 14'	168"	41"	41"	ECT		x	\$11,382
Henke	Parallel Lift Plow, 10', SSTE	PLP 10' SSTE	120"	43"	43"	Tripedge		x	\$9,311
Henke	Parallel Lift Plow, 11', SSTE	PLP 11' SSTE	132"	43"	43"	Tripedge		x	\$9,500
Henke	Parallel Lift Plow, 12', SSTE	PLP 12' SSTE	144"	43"	43"	Tripedge		x	\$9,689
Henke	Parallel Lift Plow, 14', SSTE	PLP 14' SSTE	168"	43"	43"	Tripedge		x	\$10,067
Henke	Rear Mount Wing 10' (LHor RH)	RMW, 10'	120"	n/a	n/a	No Trip	n/a	n/a	\$7,300
Henke	Rear Mount Wing 12' (LH or RH)	RMW, 12'	132"	n/a	n/a	No Trip	n/a	n/a	\$7,589
Henke	41R10IS w/ Squeegee Blade	41R10IS w/ SB	120"	41"	41"	ECT		x	\$8,791
Henke	41R11IS w/ Squeegee Blade	41R11IS w/SB	132"	41"	41"	ECT		x	\$8,980
Henke	41R12IS w/ Squeegee Blade	41R12IS w/ SB	144"	41"	41"	ECT		x	\$9,169
Henke	41R14IS w/ Squeegee Blade	41R14IS w/ SB	168"	41"	41"	ECT		x	\$9,547
Henke	One- Way Fixed Angle	30-47-10IS	130"	30"	47"	ECT	x		\$4,503
Henke	One- Way Fixed Angle	30-47-11IS	142"	30"	47"	ECT	x		\$4,615
Henke	One- Way Fixed Angle	39-52-10IS	142"	39"	52"	ECT	x		\$5,242
Henke	One- Way Fixed Angle	39-52-11IS	142"	39"	52"	ECT	x		\$5,352
Henke	One- Way Fixed Angle	39-52-12IS	154"	39"	52"	ECT	x		\$5,464
Henke	One- Way Fixed Angle	30-60-11IS	163"	30"	60"	Slotted	x		\$5,904
Henke	One- Way Fixed Angle	30-60-12IS	175"	30"	60"	Slotted	x		\$5,949
Henke	One- Way Fixed Angle	40-65-11IS	163"	40"	65"	Slotted	x		\$5,979
Henke	One- Way Fixed Angle	40-65-12IS	175"	40"	65"	Slotted	x		\$6,033
Henke	One- Way w/ Circle & Power Reverse	30-47-10ISC	130"	30"	47"	ECT	x	x	\$5,031
Henke	One- Way w/ Circle & Power Reverse	30-47-11ISC	142"	30"	47"	ECT	x	x	\$5,142
Henke	One- Way w/ Circle & Power Reverse	39-52-10ISC	142"	39"	52"	ECT	x	x	\$5,769
Henke	One- Way w/ Circle & Power Reverse	39-52-11ISC	142"	39"	52"	ECT	x	x	\$5,880
Henke	One- Way w/ Circle & Power Reverse	39-52-12ISC	154"	39"	52"	ECT	x	x	\$5,992
Henke	"Lite Line" Plow	30R10IS	120"	30"	30"	ECT or CANNON		x	\$4,650
Henke	"Lite Line" Plow	30R11IS	132"	30"	30"	ECT or CANNON		x	\$4,756
Henke	"I" Plow	36R10IS	120"	36"	36"	ECT or CANNON		x	\$5,056
Henke	"I" Plow	36R11IS	132"	36"	36"	ECT or CANNON		x	\$5,186
Henke	"I" Plow	36R12IS	144"	36"	36"	ECT or CANNON		x	\$5,316
Henke	"I" Plow	41R10IS	120"	41"	41"	ECT or CANNON		x	\$5,145
Henke	"I" Plow	41R11IS	132"	41"	41"	ECT or CANNON		x	\$5,279
Henke	"I" Plow	41R12IS	144"	41"	41"	ECT or CANNON		x	\$5,411
Henke	"I" Plow	41R14IS	168"	41"	41"	ECT or CANNON		x	\$5,791
Henke	"I" Plow	48R11IS	132"	48"	48"	ECT or Cannon		x	\$5,412
Henke	"I" Plow	48R12IS	144"	48"	48"	ECT or Cannon		x	\$5,543
Henke	"I" Plow	48R14IS	168"	48"	62"	ECT or CANNON		x	\$5,853
Henke	J Plow w/ Steel Molboard	38R10J	120"	38"	38"	Tripedge		x	\$6,807
Henke	J Plow w/ Steel Molboard	38R11J	132"	38"	38"	Tripedge		x	\$6,924
Henke	J Plow w/ Steel Molboard	43R10J	120"	43"	43"	Tripedge		x	\$6,994
Henke	J Plow w/ Steel Molboard	43R11J	132"	43"	43"	Tripedge		x	\$7,098
Henke	J Plow w/ Steel Molboard	43R12J	144"	43"	43"	Tripedge		x	\$7,209

**MO DOT SPECIFIED
DUMP TRUCK SNOW PLOWS
WITH ALTERNATE PLOW AND HITCH OPTIONS**

MAKE	DESCRIPTION	MODEL #	OVERALL LENGTH (In Inches)	NOSE HEIGHT	DISCHARGE	TRIP TYPE	ONE WAY ("X" if Yes)	REVERSIBLE ("X" if Yes)	UNIT PRICE
TRUCK HITCHES:									
Henke	Universal Hitch - Truck Portion	UH	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,071
Henke	Flat Plate Hitch - Truck Portion	FPH	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,625
Henke	Universal Quick Hitch - Truck Portion	UQH	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,129
Henke	QCP Style "Drop Pin" - Truck Portion	QCP	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,332
Henke	Quick Link - Truck Portion	QL2	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,516
Henke	29" Husting Hitch - Truck Portion	29" HH	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,170
Henke	34" Husting Hitch - Truck Portion	34" HH	n/a	n/a	n/a	Truck Hitch	n/a	n/a	\$1,200
Henke	3 x 10 Single Acting Lift Cylinder	3 x 10 SA	n/a	n/a	n/a	Lift Cylinder	n/a	n/a	\$194
Henke	3 x 10 Double Acting Lift Cylinder	3 x 10 DA	n/a	n/a	n/a	Lift Cylinder	n/a	n/a	\$230
Henke	4 x 10 Double Acting Lift Cylinder	4 x 10 DA	n/a	n/a	n/a	Lift Cylinder	n/a	n/a	\$270

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION
FLEET SECTION**

NOTIFICATION OF STATEWIDE CONTRACT

CONTRACT TITLE: Snowplows

CURRENT CONTRACT PERIOD: August 8, 2011 - July 31, 2012

BUYER INFORMATION: Reva Jones
573-526-2744
reva.jones@modot.mo.gov

RENEWAL INFORMATION	Bid prices should be firm for purchase until July 31, 2012. Three (3) one-year extensions are available upon mutual consideration by Missouri Department of Transportation and the successful bidder. Allowance for inflation increases will be considered at the time of offer of these extensions.
----------------------------	--

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	COOP PROCURMENT
3-110721RJ		Henderson Products, Inc. 1085 South 3 rd St., P.O. Box 40 Manchester, IA 52057 800-359-4970 Janet Tobin jtobin@hendersonproducts.com	Yes
3-110721RJ		Viking-Cives Midwest, Inc. 22956 Hwy. 61 Morley, MO 63767 573-262-3545 Steve Rider srider@vikingcivesmidwest.com	Yes
3-110721RJ		Henke Manufacturing Corporation 3070 Wilson Avenue Leavenworth, KS 66048 888-682-9010 Ryan Wilson rwilson@henkemfg.com	Yes

Snowplows Multiple Award

Contract Number: 3-110721RJ

Vendor: Henke Manufacturing

Item # 1 Conventional Front Snowplow w/Trip Edge

Make/Model: Henke Parallel Lift Plow (12') SSTE (Square Spring Trip Edge)

Price:

Installed on Truck: No charge with hitch install

Delivered Price: \$9,689.00

Additional Option:

Henke Parallel Life Plow (14'), \$10,067.00

Notes:

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount – 20%

Delivery will be made 60 to 120 days after receipt of order.

Vendor pricing sheets and literature are attached on the purchasing contracts database.

Snowplows Multiple Award

Contract Number: 3-110721RJ

Vendor: Henke Manufacturing

Item # 1a Front hitch for Item1

Make/Model: Henke Parallel Lift Plow

Price:

Installed on Truck: \$770.00

Delivered Price: \$1,625.00

Additional Information:

MoDOT responsible for delivering truck to and from the closest Henke dealer location for installation.

Notes:

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount – 20%

Delivery will be made 60 to 120 days after receipt of order.

Vendor pricing sheets and literature are attached on the purchasing contracts database.

Snowplows Multiple Award

Contract Number: 3-110721RJ

Vendor: Henke Manufacturing

Item # 2 Conventional Front Snow Plow w/Two-Stage

Make/Model: Henke 41R12IS w/Squeegee

Price:

Delivered Price: \$9,169.00

Henke 41R12IS w/Squeegee Features:

Spring tooth design replaced by independent rubber squeegee blade

Notes:

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount – 20%

Delivery will be made 60 to 120 days after receipt of order.

Vendor pricing sheets and literature are attached on the purchasing contracts database.

**Snowplows
Multiple Award**

Contract Number: 3-110721RJ

Vendor: Henke Manufacturing

Item # 3 Conventional Front Snow Plow w/Scarifier and Squeege

Make/Model: Henke 41R12IS, Multi-Blade Plow, 12' (8" Carbide Cutting Edge)

Price:

Delivered Price: \$11,004.00

Additional Option:

Henke 41R12IS Multi-Blade Plow, 14' - \$11,382.00

Notes:

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount – 20%

Delivery will be made 60 to 120 days after receipt of order.

Vendor pricing sheets and literature are attached on the purchasing contracts database.

**Snowplows
Multiple Award**

Contract Number: 3-110721RJ

Vendor: Henke Manufacturing

Item # 4 - Rear Mounted Wing Plow

Make/Model: Henke Rear Mount Wing, 10'

Delivered Price:

LH Wing \$7,300.00

RH Wing \$7,300.00

Notes:

% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount – 20%

Delivery will be made 60 to 120 days after receipt of order.

Vendor pricing sheets and literature are attached on the purchasing contracts database.

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - FLEET
830 MoDOT Drive, Jefferson City, MO
65102

REQUEST NO.	3-110721RJ
DATE	July 5, 2011
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, July 21, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Snowplows

To establish a contract to furnish "snowplows" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____

 By (Signature): _____
 Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 The purpose of this Request For Bid (RFB) is to solicit competitive sealed bids from bidders to provide snowplows for the locations in Missouri (listed on page 12) in accordance with the requirements stated herein. Each bid must be mailed in a sealed envelope to the RFB Coordinator indicated below. Bids can also be hand-delivered in a sealed envelope to the RFB Coordinator. All questions regarding the RFB shall be submitted to Reva Jones. Bids must be returned no later than 2:00 p.m., CDT, July 21, 2011.

RFB Coordinator

Ms. Reva Jones, Senior General Services Specialist
Missouri Department of Transportation
General Services, Fleet Unit
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Phone: 573-526-2744

Fax: 573-526-1218

E-mail: reva.jones@modot.mo.gov

1.2 General Information:

1.2.1 Organization – This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Sheet(s)
- 5) Exhibits
- 6) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide snowplows on an as needed, if needed basis for the locations in Missouri (listed on page 12), in accordance with the provisions and requirements stated herein.
- 2.1.2 MoDOT does not guarantee how many units will be ordered.
- 2.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements:

- 2.2.1 **Required Specifications** – All equipment bid upon must comply with the specifications included on the pricing pages and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The equipment shall be delivered complete and ready for use to the delivery destination. Unless otherwise specified in the bid, all prices quoted by the bidder must be F.O.B. MoDOT with all delivery, handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of bid. MoDOT will not pay additional surcharges.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The contractor shall submit an itemized invoice to the following address after the completion of deliverables.

Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Attn: Stephanie Green
Jefferson City, MO 65102

2.5 Other Contractual Requirements:

- 2.5.1 **Contract Period** - The contract shall commence from the date of award until July 31, 2012 with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT.
 - a. The final expiration date of the contract is 07/31/2015.
- 2.5.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the prices for the renewal period shall not exceed the price for the applicable renewal period stated herein.
 - a. If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
 - b. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

- 2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "3-110721RJ Snowplows".

- a. Product information, brochures, etc. should be sent electronically to the buyer's e-mail address provided on page 1 of the document.

3.1.2 All bids must be received at the following address no later than July 21, 2011 at 2:00 p.m., CST.

Missouri Department of Transportation
General Services, Fleet Unit
Attn: Reva Jones
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Contract Award

- a. This is a multiple award bid and there will be no one bidder awarded each item within this bid. Each individual delivery destination will have sole responsibility for the discretion of all purchasing decisions. Criteria used to determine the lowest and best bid are based on price, location of servicing dealers, past performance of servicing dealers, and past performance of different makes and models of snowplows. This bid will not be awarded solely based on low price per delivery destination.

3.1.6 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the MoDOT and as indicated in the Terms and Conditions.

Pricing Pages

Item # 1 Conventional Front Snowplow w/Trip Edge, meeting the MoDOT specification below, **NET DELIVERED PRICE** to any location in the State of Missouri (listed on page 12).

Conventional snowplow with fixed moldboard and spring loaded trip cutting edge, capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Plow shall have a parallel linkage style lift mechanism. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8 male-female.

MAKE/MODEL _____

EACH \$ _____ (Installed on truck)

EACH \$ _____ (Delivered Price)

Item #1a Front hitch for Item1 to mount on front of dump truck, including bumper to cover entire width of truck, capable of withstanding use on a 58,000GVW high horsepower truck. Flat plate design in center of hitch may count as bumper. Must include all necessary items for installation.

EACH \$ _____ (Installed on truck)

EACH \$ _____ (Delivered Price)

Item # 2 Conventional Front Snow Plow w/Two-Stage, meeting the MoDOT specification below, **NET DELIVERED PRICE** to any location in the State of Missouri (listed on page 12).

Conventional snowplow with attached second stage, spring-tooth design cutting edge, capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Second stage shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of second stage shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series , or equivalent, 3/8" male-female.

MAKE/MODEL _____

EACH \$ _____ (Delivered price)

Item # 3 Conventional Front Snow Plow w/Scarifier and Squeegee, meeting the MoDOT specification below, **NET DELIVERED PRICE** to any location in the State of Missouri (listed on page 12).

Conventional snowplow with scarifier and squeegee, capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right. Scarifier and squeegee shall be capable of being deployed/retracted when the conventional plow cutting edge is down on pavement surface. In-cab controls and all necessary items for operation of scarifier and squeegee shall be included. Plow shall attach to the standard MoDOT snow plow hitch. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers on the front of the truck at the plow hitch. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.

MAKE/MODEL _____

EACH \$ _____ (Delivered Price)

Item # 4 Rear Mounted Wing Plow, meeting the MoDOT specification below, **NET DELIVERED PRICE** to any location in the State of Missouri (listed on page 12).

Rear mounted wing plow, with 10-12 foot moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Front vertical mount must be hydraulically controlled. Rear mount must hydraulically control blade up and down function, and in and out function. Rear mount must be mounted by means of quick-attach brackets. Bid should include wheeled and adjustable stands to facilitate removal of rear mount. All hydraulic components that will remain on the wing plow should be included, including hoses to connect to quick couplers on the rear corner of the dump body. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.

MAKE/MODEL _____

LH Wing - EACH \$ _____ (Delivered Price)

RH Wing - EACH \$ _____ (Delivered Price)

Item # 5 Underbody Scraper w/Spring-Tooth Cutting Edge, meeting the MoDOT specification below, **NET DELIVERED PRICE** to any location in the State of Missouri (listed on page 12).

Conventional style underbody scraper with a spring-tooth design cutting edge/moldboard, capable of withstanding use on a 58,000GVW high horsepower truck. Plow shall be hydraulically reversible left and right, as well as raise and lower. All hydraulic components that will remain on the plow shall be included, including hoses to connect to quick couplers mounted in the frame of the truck above the scraper. Quick couplers shall be Aeroquip FD45, Parker 60 series, or equivalent, 3/8"male-female.

MAKE/MODEL _____

EACH \$ _____ (Delivered Price)

Please submit a complete parts and options list with detailed pricing information for each snowplow your company would be willing to provide. An electronic source for this information may be provided as well. (i.e. Internet site, jump drive, CD, etc.) Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all snowplow parts and options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount _____

Delivery will be made _____ days after receipt of order.

Warranty Information

Standard Warranty: _____

Warranty coverage is as follows: (Example: Bumper to Bumper – What does it cover? What is the coverage period?)

Price: \$ _____

Extended Warranty: _____

Warranty coverage is as follows: (Example: Bumper to Bumper - What does it cover? What is the coverage period?)

Price: \$ _____

Training – A complete list or catalog describing all available training materials related to the items you are bidding should be included in your bid.

All specialty equipment and equipment purchased by MoDOT shall have the minimum vendor training supplied as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off site location at the vendor's expense. A qualified service technician or mechanic shall conduct the training. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The vendor shall supply training within one month of delivery and acceptance. The vendor shall supply all training materials.
- b. Operator and repair manuals must be hard copy and supplied with each individual unit.

All prices must include completed delivery to any of the below listed destinations in Missouri.

St. Joseph

Macon

Hannibal

Kansas City

Jefferson City

St. Louis

Joplin

Springfield

Willow Springs

Sikeston

Exhibit A

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

SS.

_____ being first

duly sworn, deposes and says that he is _____
Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

Exhibit B

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit C

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Exhibit D

Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer snowplows listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the snowplows meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

Exhibit E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business .										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; text-align: center;"><u>M/WBE Name</u></th> <th style="width: 33%; text-align: center;"><u>Percentage of Contract</u></th> <th style="width: 33%; text-align: center;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification

All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced .	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of \$100.00 per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

>
!

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of July 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 Centralia Clinic by Centralia Citizens for Clean Air on July 27th, 2012 from 4:45 pm until 6:00 pm for a meeting.

Done this 5th day of July, 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 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 of Centralia Citizens for Clean Air

Date(s) of Use: July 27, 2012

Time of Use: From: 4:45 AM/PM thru 6:00 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: Centralia Citizens for Clean Air

Organization Representative/Title: Diane Coffman (no title with the coalition—work for DHSS)

Address: (DHSS) 1500 Vandiver Drive, Suite 112, Columbia, MO 65202

Phone Number: 573-882-2956; cell 573-673-9553 Date of Application: 7/2/12

Email Address: diane.coffman@health.mo.gov

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. Abrance
County Clerk

BOONE COUNTY, MISSOURI
Daniel B. Wilson
County Commissioner

DATE: 7/5/2012

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 5th day of July 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 release agreement between Sellenriek Construction Inc. and Boone County, Missouri. The terms of this agreement are stipulated in the attached release. It is further ordered the Presiding Commissioner is hereby authorized to sign said release.

Done this 5th day of July, 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



CHARLES J. DYKHOUSE
BOONE COUNTY COUNSELOR
801 E. WALNUT, SUITE 211
COLUMBIA, MISSOURI 65201
TELEPHONE (573) 886-4414
FAX (573) 886-4413

TO: Boone County Commission

FROM: C.J. Dykhouse, County Counselor

A handwritten signature in black ink, appearing to read "C.J. Dykhouse", is written over the printed name in the "FROM:" field.

DATE: June 27, 2012

RE: Sellenriek Release

Commissioners:

Attached to this Memorandum is a Release that I am recommending be approved.

This Release relates to damage caused by a contractor performing work at the Sheriff & County Clerk's Annex and Warehouse. The contractor, Sellenriek, damaged water lines that caused flooding damage in the basement of the Annex.

The Release contemplates a payment from the contractor's insurer in the amount of \$12,532.02. This payment will be processed through the County Clerk's office and, in coordination with MOPERM, will result in a partial reimbursement of the County's damages, including a pro-rata share of the County's normal deductible with MOPERM. Susan Wells, Benefits / Risk Management Manager, will coordinate the processing of this claim with MOPERM.

Thank you.

RELEASE

(CLAIM 72 24 PE 108483 020612 51)

ON THIS 5 DAY OF July, 2012, this Release is entered into by and between Boone County, Missouri (hereinafter referred to as "County") and Sellenriek Construction Inc., a Missouri corporation, (hereinafter referred to as "Sellenriek"):

IN CONSIDERATION of the payment of TWELVE THOUSAND FIVE HUNDRED THIRTY TWO AND 02/100 (\$12,532.02) Dollars to the undersigned BOONE COUNTY, MISSOURI, the undersigned fully releases and forever discharges SELLENRIEK, their successors and assigns (the Released Party), and all other persons for whose fault the Released Party is or is claimed to be liable, from any and all causes of action that the undersigned has or may have, including any claims for injury to others, arising out of an accident that occurred on or about FEBRUARY 6, 2012 AT THE BOONE COUNTY SHERIFF'S DEPARTMENT, LOCATED IN COLUMBIA, MISSOURI (the accident).

This Release applies only to property damage suffered by County in connection with the construction activity engaged in by Sellenriek on County's property. It is further understood that this Release is not to be construed as an admission of liability, and all liability is expressly denied.

THE UNDERSIGNED HAS READ THIS RELEASE AND FULLY UNDERSTANDS IT.

Boone County, Missouri

By:



DAN ATWILL, Presiding Commissioner

ATTEST:



WENDY NOREN, County Clerk

Approved as to Legal Form:



C.J. Dykhouse, County Counselor