

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of

January

20

17

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 the Missouri Department of Transportation Cooperative Contract 3-160512TV to purchase one (1) John Deere 544K Loader from Tri-State Construction Equipment Company of Palmyra, MO. at a net cost of \$55,887.50 with a trade-in of a 2014 John Deere 544K Loader, asset tag 18972.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 10th day of January, 2017.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Fred J. Parry  
Acting Presiding Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner

CAPITAL

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 1/3/2017 Fixed Asset Tag Number: 18972 **RECEIVED**  
Description of Asset: 2014 John Deere 544K Loader DEC 19 2016  
BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): 1DW544KZLEF658116; Current Hrs: 865, Assigned # 2792

Condition of Asset: Good

Reason for Disposition: Planned replacement for 2017

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO  
If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO  
If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

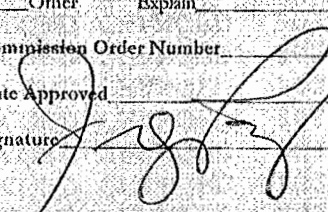
Dept Number & Name: 2040 - PW Signature: 

To be Completed by: AUDITOR  
Original Acquisition Date: 3-6-14 G/L Account for Proceeds: 2040-3835  
Original Acquisition Amount: \$130,175.00  
Original Funding Source: 2-741  
Account Group: 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name: \_\_\_\_\_ Number: \_\_\_\_\_  
Location within Department: \_\_\_\_\_  
Individual: \_\_\_\_\_  
 Trade  Auction  Sealed Bids  
 Other Explain: \_\_\_\_\_

Commission Order Number: 9-2017  
Date Approved: 1-10-17  
Signature: 

9-2017

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** December 30, 2016  
**RE:** **3-160512TV – John Deere 544K Loader**

Public Works requests permission to purchase one (1) new John Deere 544K Loader from Martin Equipment of Illinois located in Palmyra Missouri.

Cost of contract is \$157,887.50 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2017 budgeted amount was \$152,000. The budgeted trade-in value was \$102,000, yielding a net cost of \$50,000.

The contract price is \$157,887.50 minus the trade-in price of \$102,000, yields a net cost of \$55,887.50.

The Department anticipates significant cost savings from the purchase of two motor graders and is more than sufficient to cover the cost difference (\$5,887.50) for this purchase.

The Purchasing Department requests permission to dispose of the following surplus by trade-in:

2014 John Deere 544K Loader, with fixed asset tag 18972.

Attached is the Disposal Form for signature.

cc: Greg Edington - PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
WHEEL LOADER**

**THIS AGREEMENT** dated the 10th day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Tri-State Construction Equipment Co.**, 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 one (1) **John Deere 544K High Lift Wheel Loader**, Tri-State Construction Equipment Co. quoted 11/16/2016, the Missouri Department of Transportation Contract **3-160512TV** 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 **3-160512TV** 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) John Deere 544K High Lift Wheel Loader as follows:

	<u>Unit Price</u>
<b>John Deere 544 K Loader</b>	<b>\$138,800</b>
<ul style="list-style-type: none"> <li>• Air Intake System with Centrifugal Precleaner Engine</li> <li>• Engine Exhaust With Chrome Curved Stack</li> <li>• 100 Amp Alternator</li> <li>• 544K Standard Gathering Group</li> <li>• Z-BAR with Standard Greased Pin Joints</li> <li>• Greased Steering Cylinder Joints</li> <li>• 3 Function – Joystick with FNR &amp; 3<sup>rd</sup> Function Auxiliary Control Lever</li> <li>• ROPS Quiet Cab with AC</li> <li>• 4-Speed Transmission</li> <li>• Front Hydraulically Locking Differential &amp; Rear Conventional Differential Axles</li> <li>• Manual Axle Differential Lock</li> <li>• 20.5R25 L2 Single Star VUT Bridgestone Radial Tires w/3 pc. Rims</li> <li>• Full Front &amp; Rear Fenders</li> <li>• Halogen Work &amp; Drive Lights</li> <li>• Z-BAR Hydraulic Attachment Coupler</li> <li>• Engine Block Heater</li> <li>• 24 Volt to 12 Volt – 8 Amp Converter</li> </ul>	
<b>General Purpose Bucket (3 Cu. Yd.) in lieu of 2.5 yd bucket</b>	\$ 590.00
<b>60"x60" quick coupler pallet forks</b>	\$ 2,520.00
<b>Rear Fenders</b>	\$ 1,860.00
<b>Beacon</b>	\$ 105.00
<b>Rev Fan</b>	\$ 1,162.50
<b>3YR/1500 HR Full Warranty</b>	\$ 4,900.00

<b>Martin Max Maintenance Agreement – 3 year/1500 hours</b>	\$ 7,950.00
<b>Total</b>	<b>\$157,887.50</b>
Less Trade-In: 2014 John Deere 544K Loader Asset Tag # 18972 -	\$ 102,000.00
<b>Total Including Trade</b>	<b>\$ 55,887.50</b>

This agreement also includes a 3YR/1500HR Guaranteed Buyback of \$110,000.00. Machine has to be free of all damage, including tires, lights, sheet metal, glass, cutting edges and needs to be in operating condition.

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 Tom Bass Rd., Columbia, MO 65201.

4. **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 of an accurate statement. 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.

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

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

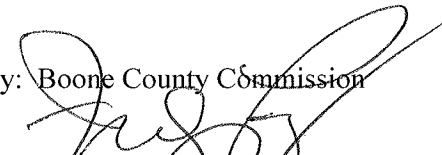
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications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

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

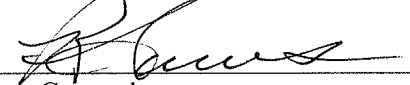
**TRI-STATE CONSTRUCTION  
EQUIPMENT CO.**

by Kevin Smyser  
title Branch Manager

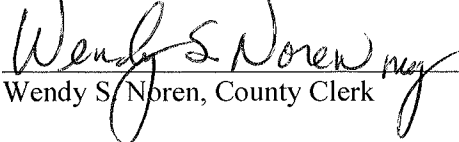
**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
  
FRED J. PARRY, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

  
County Counselor

ATTEST:

  
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.)

*Jane E Pitchford*  
Signature *by Jeff*

*1/3/17*  
Date

2040-92300 - \$55,887.50

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.





106 Industrial Drive  
Ashland, MO 65010  
o : 573.657.2154  
f : 573.657.1012  
www.meoi.com

11/16/2016  
BOONE COUNTY PUBLIC WORKS  
JOHN DEERE 544K  
MODOT BID #3-160512TV

BASE PRICE	\$138,800.00		
GP BUCKET	\$590.00		
60"X 60" FORKS	\$2,520.00		
REAR FENDERS	\$1,860.00		
BEACON	\$105.00		
REV FAN	\$1,162.50	LIST PRICE	\$1,550.00
3YR/1500HR COMP WARRANTY	\$4,900.00		
MARTIN MAX COVERAGE	\$7,950.00		
TOTAL PRICE	\$157,887.50		

OPTIONS TO CONSIDER:

SCALES	\$7,495.00	LIST PRICE	\$7,495.00
PRINTER FOR SCALES	\$1,250.00	LIST PRICE	\$1,250.00
MMS SOFTWARE	\$2,495.00	LIST PRICE	\$2,495.00

Martin Equipment will offer a 3yr/1500hr Guarantee Buyback of \$110,000.00

\*Machine has to be free of all damage,including tires,lights,sheet metal,glass,cutting edges,needs to needs to be in operating condition.



JOHN DEERE



12/13/16 MODOT WEBSITE



Tri State Construction Equipment  
6787 County Road 312  
Palmyra, MO 63461

<b>Quote Issued To : MISSOURI DEPT. OF TRANSPORTATION</b> P.O. BOX 718 JEFFERSON CITY , MO , 65102 573-751-3660	<b>QUOTATION</b> <b>Quote # : 9009062</b> <b>Issue Date : 5/9/2016</b> <b>Expire Date : 5/12/2017</b> <b>Est Delivery : 7/18/2016</b> <b>FOB : MODOT SHED</b>
<b>Quote Issued By : Smyser, Kevin</b>	

**ITEMS LISTED FOR SALE**

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2016	JD	544KXT	(TBD)	0	246,590.00	138,800.00
544K LOADER 544K Standard Gathering Group English Labels and Decals 544K Loader John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (163 Net Peak hp) Standard Fan Drive Air Intake system without Precleaner Engine Engine Exhaust with Flat Black Curved Stack 24 Volt to 12 Volt - 15 Amp Converter 130 amp Alternator Standard Fuel Filter & Water Separator 4-Speed Transmission Front Hydraulically Locking Differential and Rear Conventional Differential Axles Manual Axle Differential Lock No Brand Preference Front Fenders Standard Z-BAR No Payload Scale 2 Function -- Joystick with FNR ROPS Quiet Cab with Air Conditioning Left Side Steps Cab with Air A/C Charge Standard Fabric, Back Rest Extension, Air Suspension Seat Steering Wheel Only Greased Steering Cylinder Joints Ride Control Halogen Work and Drive Lights Standard Outside Mirrors Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin JDLINK Ultimate Cellular for the Americas, excluding Costa Rica- 5 Years Z-BAR Hydraulic Attachment Coupler 2.75 Cu. Yd. (2.1 Cu. M.) 100 in. Wide GP Coupler Bucket with Bolt-on Cutting Edge Engine Block Heater AM/FM/Weather Band (WB) Radio with Remote AUX Port							

5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher  
20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS  
Also included as standard equipment  
Travel and mileage for 12 months  
500 hr service, parts labor and mileage included  
5 year 2500 hr Powertrain plus Hydraulic warranty [ TRAVEL AND MILEA NOT INC]  
5 year JD Link  
Parts CD  
Repair CD

**Total: 138,800.00**

**QUOTE SUMMARY**

<b>Total Sale Price :</b>	<b>138,800.00</b>
<b>Less Trade Allowance :</b>	<b>0.00</b>
<b>Additional Taxable Items :</b>	<b>0.00</b>
<b>Subtotal:</b>	<b>138,800.00</b>
<b>Sales Tax :</b>	<b>0.00</b>
<b>Additional Nontaxable Items :</b>	<b>0.00</b>
<b>Total :</b>	<b>138,800.00</b>

**Acceptance Signature:** \_\_\_\_\_

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

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.  
All prices are subject to expiration of any current sales programs and incentives.




105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

**Missouri Department of Transportation**  
Patrick K McKenna, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

**ADDENDUM 001  
BACKHOES & LOADERS  
Request for Bid 3-160512TV**

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing and including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation  
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: May 5, 2016

**Clarification:**

Options #5 and #6 on Items #2 and #3 should be corrected to read as shown below:

**Wheel Loader Item #2:**

- Option 5. Multi-Purpose 4x1 Loader (may also require Option 6)
- Option 6. Third hydraulic function (usually required for Option 5)

**Wheel Loader Item #3:**

- Option 5. Multi-Purpose 4x1 Loader (may also require Option 6)
- Option 6. Third hydraulic function (usually required for Option 5)

**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	3-160512TV
DATE	April 14, 2016

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; May 12, 2016**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

Various End User Delivery Locations

**BUYER:** Tom Veasman **EMAIL:** [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Backhoes & Loaders** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Vendors**

This Request For Bid seeks bids from qualified vendors to furnish Backhoes & Loaders. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., May 12, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Hoes.htm>

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

**Written Questions:** All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Wednesday, May 4, 2016 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Hoes.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Thursday, May 5, 2016. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(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.

**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 This Request for Bid (RFB) seeks bids from qualified organizations to provide **backhoes and loaders** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, May 12, 2016.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of mowers as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Training, Manuals and Technical Service Requirements
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Map of MoDOT Districts by County
  - 9) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **backhoes and loaders**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, bidders shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. 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.
- c. The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
- d. Any demurrage is to be paid by the bidder direct to the railroad or carrier.

2.3.2 The bidder shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee's Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102
- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801



- k. Other locations as may be required
- l. Hereinafter, each location shall be also referred to as “individual delivery destination”.

#### **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice must be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.5 Payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT’s rejection and shall be returned at the bidder’s expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

#### **2.5 Other Award Requirements:**

- 2.5.1 Award Period - The award period shall commence from the date of award until May 31, 2017.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to three (3) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during either the original award period or any renewal period, the bidder 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 bidder’s written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 award period, or if applicable, the first 3 months of any of the optional renewal periods.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.
  - a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- c. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 Fuel - In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/mostatutes/stathtml/41400003651.html?&me=fuel>) By submitting a response to this bid, Bidder agrees to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

**2.6 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District, Division and bidder.
- b. It will be the responsibility of the bidder to examine the condition of the equipment offered for trade. The bidder must not impose any mandatory requirements or restrictions on equipment disposal.
- c. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- d. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and bidder. It will be the responsibility of the bidder to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

- 3.1.1 All bids must be received in a sealed envelope/package clearly marked “**3-160512TV Backhoes/Loaders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her 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 date and 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and 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 Award:  
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 and discretion for all purchasing decisions. After award, individual delivery destinations shall use the following evaluation criteria to determine the awarded contract that would provide the “lowest and best” equipment purchase option:
- a. Base and Options Costs 50 Points
  - b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 30 Points
  - c. Location of Parts and Servicing Dealers 10 Points
  - d. Delivery Timeline 5 Points
  - e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Bidder Being Evaluated}} \times 50 = \text{Points Awarded to Bidder Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

#### 4. PRICING PAGES

**ITEM #1: Outright purchase of one (1) new Backhoe with minimum 90 net horsepower, four-wheel drive with cab/heater/air conditioning and manufacturers OEM standard tires. Backhoe extendable dipper stick will crane a min. of 2,500 lbs. from ground level. Unit to include pin-on loader bucket w/ bolt-on cutting edge and shoes (minimum 1.25 cu. yd.), block heater, Ride Control, 2-lever operator controls, hard copy operator's manual and service/parts manual (CD or hard copy). All backhoes are priced without a backhoe bucket. NET DELIVERED PRICE. Any discounts to be included in pricing.**

**PRICE** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **Digging Depth (SAE Maximum):** \_\_\_\_\_

**Net HP:** \_\_\_\_\_ **Net Peak Torque (??? lb. per ft. @ ??? RPM's):** \_\_\_\_\_

**OEM Front Tire Size/Brand:** \_\_\_\_\_ **OEM Rear Tire Size/Brand:** \_\_\_\_\_

**Weight of Unit w/ Standard Equipment:** \_\_\_\_\_ **Type of Transmission:** \_\_\_\_\_

**ITEM #1 POPULAR MODOT REQUESTED BACKHOE OPTIONS:**

**Bid Price**

Option 1.	2WD in lieu of 4WD (Deduct)	_____
Option 2.	Premium Suspension Driver's Seat in lieu of standard seat	_____
Option 3.	Hydraulic Actuated Loader Bucket Quick Coupler	_____
Option 4.	Mechanical Backhoe Quick Coupler	_____
Option 5.	18" Heavy Duty Toothed Backhoe Bucket w/ Lift Loop with pin	_____
Option 6.	24" Heavy Duty Toothed Backhoe Bucket w/ Lift Loop with pin	_____
Option 7.	36" Heavy Duty Toothed Backhoe Bucket w/ Lift Loop with pin	_____
Option 8.	36" smooth ditch backhoe bucket with pin, with bolt on cutting edge	_____
Option 9.	48" smooth ditch cleaning bucket with pin, with bolt on cutting edge	_____
Option 10.	Quick Coupler loader bucket w/ bolt-on cutting edge and shoes ( <i>min 1.25 cu. Yd.</i> ) in lieu of the standard pin-on loader bucket (may also require Option #3)	_____
Option 11.	Quick Coupler multi-purpose 4x1 loader bucket w/ bolt-on cutting edge and shoes ( <i>min 1.25 cu. Yd.</i> ) in lieu of the standard pin-on loader bucket to include 3 function loader control valve (may also require Option #3)	_____
Option 12.	Pin-on multi-purpose 4x1 loader bucket w/ bolt-on cutting edge and shoes ( <i>min 1.25 cu. Yd.</i> ) in lieu of the standard pin-on loader bucket to include 3 function loader control valve (may also require Option #3)	_____
Option 13.	60"x60" Pallet forks used with existing pin-on loader bucket	_____
Option 14.	60"x60" Quick coupler pallet forks	_____
Option 15.	Wrist-o-twist for end of boom	_____
Option 16.	Hydraulic thumb	_____
Option 17.	Stabilizer reversible flip pads (dirt/pavement)	_____
Option 18.	1 spare front wheel and 1 spare rear wheel	_____

- Option 19. Hydraulic tool circuit coupler for backhoe boom \_\_\_\_\_
- Option 20. Auxiliary Backhoe Hydraulics /Valve for hammers and compactors (6 function) \_\_\_\_\_
- Option 21. Auxiliary Backhoe Hydraulics/Valve for swingers, thumbs, etc. (7 function) \_\_\_\_\_
- Option 22. Beacon wiring kit (not to include beacon) \_\_\_\_\_
- Option 23. Pilot operator controls (in lieu of 2-lever operator controls) \_\_\_\_\_
- Option 24. Plate style compactor      Size \_\_\_\_\_
- Option 25. Larger front *bias* tires in lieu of OEM Standard. Size: \_\_\_\_\_
- Option 26. Larger rear *bias* tires in lieu of OEM Standard. Size: \_\_\_\_\_
- Option 27. Rear *radial* tires in lieu of OEM Standard. Size: \_\_\_\_\_
- Option 28. Front *radial* tires in lieu of OEM Standard. Size: \_\_\_\_\_
- Option 29. Extended Warranty. Describe-Months/Hours/Coverage/Including Telematics?/Cost \_\_\_\_\_

**ITEM #1 BIDDER SUGGESTED BACKHOE OPTIONS:**

- Option A. \_\_\_\_\_
- Option B. \_\_\_\_\_
- Option C. \_\_\_\_\_
- Option D. \_\_\_\_\_
- Option E. \_\_\_\_\_
- Option F. \_\_\_\_\_
- Option G. \_\_\_\_\_
- Option H. \_\_\_\_\_
- Option I. \_\_\_\_\_

**ITEM #1 DISCOUNTS / SALES AREA / WARRANTY:**

In addition to the bidder recommended Backhoe options listed above, bidders may submit additional Bidder Suggested Backhoe Options on another sheet of paper or their complete Price List of backhoe options with detailed pricing information for each make/model (it will be posted). Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all backhoe 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 approximately \_\_\_\_\_ days after receipt of order.**

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #1.  
(Bidders are responsible for servicing all counties within the district(s) selected.)**

- |  |  |
|--|--|
| <b>Northwest District (St. Joseph)</b> _____ | <b>Northeast District (Hannibal)</b> _____     |
| <b>Kansas City District</b> _____            | <b>Central District (Jefferson City)</b> _____ |
| <b>St. Louis District</b> _____              | <b>Southwest District (Springfield)</b> _____  |
| <b>Southeast District (Sikeston)</b> _____   | <b>ALL DISTRICTS</b> _____                     |

**Describe Standard Warranty (length, coverage, etc.)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Does this unit include an equipment telematics system? Briefly describe system capabilities and service terms/costs.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM #2: Outright purchase of one (1) new Wheel Loader with minimum 110 net horsepower, four-wheel drive, with cab/heater/air conditioning and manufacturers OEM standard tires. Unit to include block heater, Ride Control, joystick operator controls, hydraulic quick attach, hard copy operator's manual and service/parts manual (CD or hard copy). All loaders are priced with a 2.0 yd. bucket and bolt on cutting edge. NET DELIVERED PRICE. Any discounts to be included in pricing.**

**PRICE** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **Type of Transmission:** \_\_\_\_\_

**Net HP:** \_\_\_\_\_ **Net Peak Torque (??? lb. per ft. @ ??? RPM's):** \_\_\_\_\_

**OEM Tire Size/Brand:** \_\_\_\_\_ **Weight of Unit w/ Std. Equipment:** \_\_\_\_\_

**ITEM #2 POPULAR MODOT REQUESTED LOADER OPTIONS:**

**Bid Price**

Option 1. Premium Suspension Driver's Seat in lieu of standard seat \_\_\_\_\_

Option 2. Front/rear axle coolers \_\_\_\_\_

Option 3. General Purpose Bucket (min. 2.5 cu. Yd.) in lieu of 2.0 yd. \_\_\_\_\_

Option 4. Bolt-on teeth to fit standard 2yd. bucket w/ cutting edge. \_\_\_\_\_

Option 5. Multi-Purpose 4x1 Loader (may also require Option 7) \_\_\_\_\_

Option 6. Third hydraulic function (usually required for Option 6) \_\_\_\_\_

Option 7. Pallet Forks 60"x60" with quick connect brackets \_\_\_\_\_

Option 8. Extra Counter Weights \_\_\_\_\_ lbs. \_\_\_\_\_

Option 9. Front Wheel Fenders \_\_\_\_\_

Option 10. Full Rear Wheel Fenders \_\_\_\_\_

Option 11. High Lift Extended Reach Loader \_\_\_\_\_

Minimum Tipping Load \_\_\_\_\_ Minimum Dump Height \_\_\_\_\_

Option 12. Strobe light bracket/wiring (not to include strobe light) \_\_\_\_\_

Option 13. Radial tires in lieu of OEM Standard. Size: \_\_\_\_\_

Option 14. Extended Warranty. Describe-Months/Hours/Coverage/Cost? \_\_\_\_\_

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**ITEM #2 BIDDER SUGGESTED LOADER OPTIONS:**

Option A. \_\_\_\_\_

Option B. \_\_\_\_\_

Option C. \_\_\_\_\_

Option D. \_\_\_\_\_

Option E. \_\_\_\_\_

Option F. \_\_\_\_\_

Option G. \_\_\_\_\_

Option H. \_\_\_\_\_

Option I. \_\_\_\_\_

Option J. \_\_\_\_\_

Option K. \_\_\_\_\_

In addition to the bidder recommended loader options listed above, bidders may submit additional Bidder Suggested Loader Options on another sheet of paper or their complete Price List of Loader options with detailed pricing information for each make/model (it will be posted). Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all loader 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 approximately \_\_\_\_\_ days after receipt of order.**

**ITEM #2 SALES AREA / WARRANTY:**

Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #2.  
*(Bidders are responsible for servicing all counties within the district(s) selected.)*

Northwest District (St. Joseph) _____	Northeast District (Hannibal) _____
Kansas City District _____	Central District (Jefferson City) _____
St. Louis District _____	Southwest District (Springfield) _____
Southeast District (Sikeston) _____	ALL DISTRICTS _____

Describe Standard Warranty (length, coverage, etc.) \_\_\_\_\_

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Does this unit include an equipment telematics system? Briefly describe system capabilities and service terms/costs. \_\_\_\_\_

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**ITEM #3: Outright purchase of one (1) new Wheel Loader with minimum 135 net horsepower, four-wheel drive, with cab/heater/air conditioning and manufacturers OEM standard tires. Unit to include a block heater, Ride Control, joystick operator controls, hydraulic quick attach, hard copy operator's manual and service/parts manual (CD or hard copy). All loaders are priced with a 2.5 yd. bucket and bolt on cutting edge. NET DELIVERED PRICE. Any discounts to be included in pricing.**

**PRICE** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **Type of Transmission:** \_\_\_\_\_

**Net HP:** \_\_\_\_\_ **Net Peak Torque (??? lb. per ft. @ ??? RPM's):** \_\_\_\_\_

**OEM Tire Size/Brand:** \_\_\_\_\_ **Weight of Unit w/ Std. Equipment:** \_\_\_\_\_

**ITEM #3 POPULAR MODOT REQUESTED LOADER OPTIONS:**

**Bid Price**

Option 1. Premium Suspension Driver's Seat in lieu of standard seat \_\_\_\_\_

Option 2. Front/rear axle coolers \_\_\_\_\_

Option 3. General Purpose Bucket (min. 3 cu. Yd.) in lieu of 2.5 yd. \_\_\_\_\_

Option 4. Bolt-on teeth to fit standard 2.5 yd. bucket w/ cutting edge. \_\_\_\_\_

Option 5. Multi-Purpose 4x1 Loader Bucket (may also require Option 7) \_\_\_\_\_

Option 6. Third hydraulic function (usually required for Option 6) \_\_\_\_\_

Option 7. Pallet Forks 60"x60" with quick connect brackets \_\_\_\_\_

Option 8. Extra Counter Weights \_\_\_\_\_ lbs. \_\_\_\_\_

Option 9. Front Wheel Fenders \_\_\_\_\_

Option 10. Full Rear Wheel Fenders \_\_\_\_\_

Option 11. High Lift Extended Reach Loader Package \_\_\_\_\_

Minimum Tipping Load \_\_\_\_\_ Minimum Dump Height \_\_\_\_\_

Option 12. Strobe light bracket/wiring (not to include strobe light) \_\_\_\_\_

Option 13. Radial tires in lieu of OEM Standard. Size: \_\_\_\_\_

Option 14. Extended Warranty. Describe-Months/Hours/Coverage/Cost? \_\_\_\_\_

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**ITEM #3 BIDDER SUGGESTED LOADER OPTIONS:**

Option A. \_\_\_\_\_

Option B. \_\_\_\_\_

Option C. \_\_\_\_\_

Option D. \_\_\_\_\_

Option E. \_\_\_\_\_

Option F. \_\_\_\_\_

Option G. \_\_\_\_\_

Option H. \_\_\_\_\_

Option I. \_\_\_\_\_

Option J. \_\_\_\_\_

Option K. \_\_\_\_\_

In addition to the bidder recommended loader options listed above, bidders may submit additional Bidder Suggested Loader Options on another sheet of paper or their complete Price List of Loader options with detailed pricing information for each make/model (it will be posted). Please indicate below the percent (%) of discount off Manufacturer's Suggested Retail Prices (MSRP) for all loader 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 approximately \_\_\_\_\_ days after receipt of order.**

**ITEM #3 SALES AREA / WARRANTY:**

Please indicate with an 'X' the MoDOT Districts for which you are bidding Item #3.  
(Bidders are responsible for servicing all counties within the district(s) selected.)

Northwest District (St. Joseph) _____	Northeast District (Hannibal) _____
Kansas City District _____	Central District (Jefferson City) _____
St. Louis District _____	Southwest District (Springfield) _____
Southeast District (Sikeston) _____	ALL DISTRICTS _____

Describe Standard Warranty (length, coverage, etc.) \_\_\_\_\_

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Does this unit include an equipment telematics system? Briefly describe system capabilities and service terms/costs. \_\_\_\_\_

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## **5. TRAINING, MANUALS AND TECHNICAL SERVICE REQUIREMENTS**

### **Training**

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

- a. Training shall take place at each district where equipment is delivered or at an off- site location at the bidder'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 bidder shall supply training within one month of delivery and acceptance. The bidder shall supply all training materials.

### **Service & Operator Manuals**

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

### **Technical Service**

All bidders shall provide a telephone number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b><u>Addresses of Missouri Offices or Places of Business.</u></b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) 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="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><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 <b><u>M/WBE Information</u></b>		<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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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 <b><u>Location Products are Manufactured or Produced.</u></b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**7. NOTICE OF COOPERATIVE PURCHASING**

**MODOT 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 **backhoes/loaders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **backhoes/loaders** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful bidder.

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 MoDOT 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 \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_





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

**9. 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 (6<sup>th</sup>) 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 Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**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.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**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 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

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of January

20 17

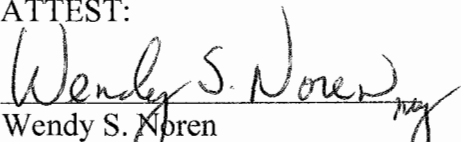
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-160626TV to purchase one (1) John Deere 672G Motor Grader from Tri-State Construction Equipment Company of Palmyra, MO. at a net cost of \$155,787.50 with a trade-in of a 2012 John Deere 672G Motor Grader, asset tag 17981.

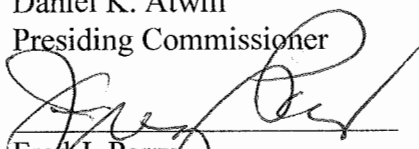
The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

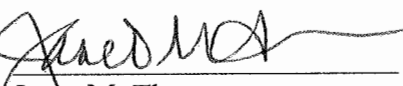
Done this 10th day of January, 2017.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
Acting Presiding Commissioner

  
Janet M. Thompson  
District II Commissioner

CAPITAL

# BOONE COUNTY Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

RECEIVED

DEC 19 2016

BOONE COUNTY AUDITOR

Date: 1/3/2017

Fixed Asset Tag Number: 17981

Description of Asset: 2012 John Deere 672G Motorgrader

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): 1D1W672GXPCB643877; Current Hrs: 6331, Assigned # 4765

Condition of Asset: Fair

Reason for Disposition: Planned replacement for 2017

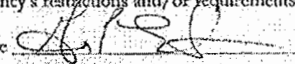
Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 PW

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date: 4-11-12

G/L Account for Proceeds: 2040-3835 NA

Original Acquisition Amount: \$ 235,009.00

Original Funding Source: 2741

Account Group: 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name Number

Location within Department

Individual

Trade Auction Sealed Bids

Other Explain

Commission Order Number: 10-2017

Date Approved: 1-10-17

Signature: 

10-2017

# Boone County Purchasing

Phil Fichter  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: December 30, 2016  
RE: Cooperative Contract: **Missouri Department of Transportation General Services (MODOT) Contract 3-160626TV – Motor Grader**

Public Works requests permission to utilize the **Missouri Department of Transportation General Services (MODOT) Contract 3-160626TV** to purchase one (1) John Deere 672G Motor Grader from Tri-State Construction Equipment Company of Palmyra Missouri.

Cost of contract is \$270,787.50 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2017 budgeted amount was \$260,600. The budgeted trade-in value was \$85,000, yielding a net cost of \$175,600.

The contract price is \$270,787.50 minus the trade-in price of \$115,000, yields a net cost of \$155,787.50.

The Purchasing Department requests permission to dispose of the following surplus by trade-in:

2012 John Deere 672G Motor Grader, with **fixed asset tag 17981**.

Attached is the Disposal Form for signature.

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
MOTOR GRADER**

**THIS AGREEMENT** dated the 20<sup>th</sup> day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc. d/b/a Tri-State Construction Equipment Company**, 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 one (1) **John Deere 672G Motor Grader**, Martin Equipment quotation dated 11/07/2016, the Missouri Department of Transportation Contract **3-160626TV** 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 3-160626TV 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) John Deere 672G Motor Grader as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
<b>John Deere 672G Motor Grader with 6WD</b>	\$229,500.00	1	\$229,500.00
<ul style="list-style-type: none"> <li>• John Deere PowerTech PSS 9.0L</li> <li>• 18 Halogen Deluxe Grading Lights</li> <li>• Air Conditioner</li> <li>• 24-to-12 Volt Converter</li> <li>• Lower Front Intermittent Wiper &amp; Washer</li> <li>• Air Suspension Seat with Armrests &amp; Headrest</li> <li>• 14' x 27" x 1" with 8" x 3/4" Cutting Edge and 5/8" Hardware</li> </ul>			
<b>Following Options at 25% Discount off of MSRP:</b>			
• Auto Shift Transmission	\$ 1,381.50	1	\$ 1,381.50
• LH Aux Hydraulics	\$ 2,500.50	1	\$ 2,500.50
• Additional Strobe Lights	\$ 2,950.50	1	\$ 2,950.50
• 3YR/4000 Hr Comp. Warranty	\$ 7,626.00	1	\$ 7,626.00
• RH Blade Control	\$ 450.00	1	\$ 450.00
• 14' Moldboard 27" Tall	\$ 345.00	1	\$ 345.00
• Heated Outside Mirrors	\$ 305.00	1	\$ 305.00
• 17.5x25 Tires and Wheels	\$ 7,000.50	1	\$ 7,000.50
• Deere Front Scarifier	\$ 740.00	1	\$ 740.00
• Scarifier Teeth	\$ 6,000.00	1	\$ 6,000.00
• Rear Camera	\$ 1,360.00	1	\$ 1,360.00
• Spare Wheels	\$ 4,596.00	1	\$ 4,596.00
• Less 5 Yr/2500 PT/Hyd Warranty	(\$ 2,873.00)	1	(\$ 2,873.00)
• 7 YR/7500PT Hyd Warranty	\$ 8,905.50	1	\$ 8,905.50

**Total** **\$270,787.50**

Less Trade-In: 2012 John Deere 672G Motor Grader SN (643877) – Asset Tag #17981 - \$115,000.00

**Total Including Trade** **\$ 155,787.50**



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 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase 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 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 of an accurate statement. 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.

**MARTIN EQUIPMENT OF ILLINOIS, INC.  
D/B/A TRI-STATE CONSTRUCTION  
EQUIPMENT COMPANY**

by Kevin Shyser  
title Branch Manager

APPROVED AS TO FORM:

[Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
**FRED J. PARRY, ACTING PRESIDING COMMISSIONER**

ATTEST:

Wendy S. Noren  
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.)

June E. Pitchford  
Signature by ag

4/3/17  
Date

2040-92300 - \$ 155,787.50  
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.
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.



106 Industrial Drive  
 Ashland, MO 65010  
 o : 573.657.2154  
 f : 573.657.1012  
 www.meoi.com

11/7/2016  
 BOONE COUNTY PUBLIC WORKS  
 672G

Base 672G MODOT Bid \$229,500.00  
 MODOT Bid #3-160626TV MOTOR GRADERS

Auto Shift Transmission	\$1,381.50		LIST PRICE	\$1,842.00
LH Aux Hydraulics	\$2,500.50		LIST PRICE	\$3,334.00
Additional Strobe Lights	\$2,950.50		LIST PRICE	\$3,934.00
3YR/4000 HR COMP WARRANTY	\$7,626.00			
RH Blade Control	\$450.00		LIST PRICE	\$600.00
14' Moldboard 27" Tall	\$345.00			
Heated Outside Mirrors	\$305.00			
17.5 x 25 Tires and Wheels	\$7,000.50	Micheln Snow Plus	LIST PRICE	\$9,334.00
Deere Front Scarifier	\$740.00			
Scarifier Teeth	\$6,000.00			\$8,000.00
5Yr/2500 PT/Hyd Warranty	(\$2,873.00)			
REAR CAMERA	\$1,360.00			
SPARE WHEELS	\$4,596.00		LIST PRICE	\$6,128.00
7YR/7500 PT/HYD WARRANTY	\$8,905.50			
		TOTAL		\$270,787.50

TRADE IN: 2012 JOHN DEERE 672G S SN#643877

TRADE VALUE \$115,000.00  
 (ASSET TAG 17981)



**Missouri Department of Transportation  
Bid Tabulation Request 3-160622TV Motor Graders  
Opened on 6/22/16  
Multiple Award**

Item #1 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (140-220), 6- Cylinder diesel engine

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 1A	Option 1B	Option 1C	ARO	Districts	MSRP	Telematics
Crown Power and Equipment	CASE 865B	205	\$ 211,182.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 670G	170-235	\$ 214,085.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 120M2	145-189	\$ 193,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT 12M3	179-231	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 12M3	179-231	\$ 250,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Foley Equipment	CAT 120M2	145-189	\$ 232,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 845B DHP	150-173	\$ 200,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 670G	170-220	\$ 211,400.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,015.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 670G	170-235	\$ 210,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,015.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 845B	150	\$ 201,710.66	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #2- Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (165-255), 6-cylinder diesel engine.

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 2A	Option 2B	Option 2C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3	200-252	\$ 252,110.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885B	235	\$ 218,472.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 770G	210-265	\$ 223,618.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3	200-252	\$ 242,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 140M3	200-252	\$ 255,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 865BVHP	190-255	\$ 220,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 770G	190-255	\$ 220,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 770G	190-255	\$ 219,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865B		\$ 222,433.23	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #3- Outright purchase of one (1) new 6WD articulated 6x6 motor grader, front wheel with dual/variable HP range - (140-240), 6 cylinder inline diesel engine, creeper gear function capability for running a blade mount milling attachment

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 3A	Option 3B	Option 3C	ARO	Districts	MSRP	Telematics
Altofer, Inc	Cat 12M3AWD	189-252	\$ 263,144.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 865BAWD	205	\$ 235,753.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 672G	190-245	\$ 233,193.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,285.00	\$ 25,845.00	\$ 842.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT120M2AWD	153-209	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT12M3AWD	189-252	\$ 251,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 12M3AWD	189-252	\$ 275,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Foley Equipment	CAT 120m2AWD	153-209	\$ 248,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 865BVHPAWD		\$ 244,000.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 672G	190-245	\$ 230,700.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,000.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 6702G	190-245	\$ 229,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,000.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865BAWD		\$ 248,046.04	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #4- Outright purchase of one (1) new 6WD articulated 6x6 motor grader with dual/variable HP range - (185-275)

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 4A	Option 4B	Option 4C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3AWD	210-272	\$ 282,145.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885BAWD	234	\$ 242,979.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 772G	210-265	\$ 253,776.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,450.00	\$ 25,730.00	\$ 915.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3AWD	210-272	\$ 271,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 140M3AWD	210-272	\$ 283,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 885BDHPAWD		\$ 253,000.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 772G	210-265	\$ 250,250.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 772G	210-265	\$ 249,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 885BAWD		\$ 257,961.71	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes



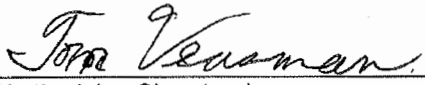
105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

Missouri Department of Transportation  
Patrick K McKenna, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

**ADDENDUM 001  
MOTOR GRADERS  
Request for Bid 3-160622TV**

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing and including it** with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation  
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: June 3, 2016

**MODIFICATION TO SPECIFICATION E731-D2:**

The following paragraph on Page 2 of Specification E731-D2 (June 2016) shall be modified to remove the sentence requiring LED lights.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. ~~Lights shall be LED.~~

**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	3-160622TV
DATE	June 1, 2016

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; June 22, 2016**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

Various End User Delivery Locations

**BUYER:** Tom Veasman **EMAIL:** [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Motor Graders** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Vendors**

This Request For Bid seeks bids from qualified vendors to furnish **Motor Graders**. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., June 22, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm>

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

**Written Questions:** All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Tuesday, June 14, 2016 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Wednesday, June 15, 2016. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(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.

**ate:** \_\_\_\_\_  
**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 This Request for Bid (RFB) seeks bids from qualified organizations to provide **motor graders** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, June 22, 2016.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **motor graders** as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Optional Training, Software and Maintenance
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Terms and Conditions
  - 9) Specification (E731-D2)
  - 10) Map of MoDOT Districts by County



### 1.2.3 Definitions

- 1) Districts – Seven geographical areas by which MoDOT is divided. Each District makes their own purchasing decisions while operating under the guidance of the Central Office.
- 2) Divisions – MoDOT’s Central Office is separated into various operations groups.

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **motor graders**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, bidders shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. 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.
- c. The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
- d. Any demurrage is to be paid by the bidder direct to the railroad or carrier.

2.3.2 The bidder shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee’s Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102

- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other locations as may be required

#### **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice must be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.5 Payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

#### **2.5 Other Award Requirements:**

- 2.5.1 Award Period - The award period shall commence from the date of award until **July 31, 2017**.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to three (3) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during either the original award period or any renewal period, the bidder 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 bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 award period, or if applicable, the first 3 months of any of the optional renewal periods.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 Fuel - In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/mostatutes/stathtml/41400003651.html?&me=fuel>) By submitting a response to this bid, Bidder agrees to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.5.6 Mandatory Training All specialty equipment purchased by MoDOT shall have the minimum training supplied by bidder as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off- site location at the bidder's expense. A qualified service technician or mechanic shall conduct the training.
- b. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The bidder shall supply training within one month of delivery and acceptance. The bidder shall supply all training materials.
- c. Four (4) hours of safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units purchased by MoDOT.
- d. Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

2.5.7 Service & Operator Manuals

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

2.5.8 Technical Service All bidders shall provide a telephone number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

## **2.6 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District/Division and the vendor.
- b. The vendor must be currently under contract with MoDOT.

- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

- 2.7 **Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-160622TV Motor Graders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her 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 date and 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and 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 Award:

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 and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:

- a. Base and Options Costs 50 Points
- b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 30 Points
- c. Location of Parts and Servicing Dealers 10 Points
- d. Delivery Timeline 5 Points
- e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Bidder Being Evaluated}} \times 50 = \text{Points Awarded to Bidder Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

## 4. PRICING PAGES

The bidder shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. All available discounts to be included in pricing.

**NOTE: If bidding more than one make/model for a given Item#, make additional copies of the PRICING PAGES to submit additional bids. Vendors are encouraged to submit additional vendor options for each unit bid as a separate attachment. Additional Vendor Options information will be posted on MoDOT's website, so please include vendor name and applicable Item number on each page. Additional Vendor Options pricing should include all available discounts.**

**ITEM #1: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140–220), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE/ MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 1A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 1B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 1C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #2: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (165–255), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE/ MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 2A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 2B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 2C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #3: Outright purchase of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140–240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment. NET DELIVERED PRICE.**

MAKE/MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 3A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 3B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 3C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #4: Outright purchase** of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (185-275 HP range). **NET DELIVERED PRICE.**

**MAKE/ MODEL** \_\_\_\_\_ **HP** \_\_\_\_\_ **PRICE \$** \_\_\_\_\_

**Standard Warranty:** \_\_\_\_\_

**OPTIONS:**

**Option 4A. Hydraulic rear benching wing (42")** **PRICE \$** \_\_\_\_\_

**Option 4B. Hydraulic rear benching wing (60")** **PRICE \$** \_\_\_\_\_

**Option 4C. Auto Shift Transmission** **PRICE \$** \_\_\_\_\_

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motor grader options/parts available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS sections or in any Additional Vendor Options pricing sheets provided by the bidder as those options should be priced with the discount included).

**% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount** \_\_\_\_\_

**Delivery will be made approximately** \_\_\_\_\_ **days after receipt of order.**

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #1 - #4. (Bidders are responsible for servicing all counties within the district(s) selected.)**

<b>Northwest District (St. Joseph)</b> _____	<b>Northeast District (Hannibal)</b> _____
<b>Kansas City District</b> _____	<b>Central District (Jefferson City)</b> _____
<b>St. Louis District</b> _____	<b>Southwest District (Springfield)</b> _____
<b>Southeast District (Sikeston)</b> _____	<b>All Districts</b> _____

**MAXIMUM PERCENTAGE INCREASE FOR RENEWALS:** Provide your maximum percentage of increase at the time of renewal (maximum to be determined by applying % to current contract prices at time of renewal). If renewal increase percentages are not provided, the prices for the renewal period shall be the same as the current contract period.

**Maximum % of increase for:** **First Renewal** \_\_\_\_\_ **Second Renewal** \_\_\_\_\_ **Third Renewal** \_\_\_\_\_

**Do the units bid in Items #1 - #4 include an equipment telematics system? If not, is a telematics system available for additional cost? Briefly describe system capabilities and service terms/costs.**

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## 5. OPTIONAL TRAINING, SOFTWARE AND MAINTENANCE

### Optional Training

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

- a.) 8 hours Electronic Operation and Diagnostics
  - 1. Engine
  - 2. Transmission
  - 3. HVAC
  - 4. Hydraulics
  - 5. Calibration Procedures
  
- b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic
  - 1. Operation
  - 2. Adjustments
  - 3. Pressure/Flow Tests

**12 Hour Basic Operation/Diagnostics: Minimum # Per Class\_\_\_\_\_ Price per student: \$\_\_\_\_\_**

### Optional Software

Price to include the following: diagnostic software, cables, and interface. (Price per set)

**Diagnostic software, cables, and interface: Price per set: \$\_\_\_\_\_**

### Optional Maintenance

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

**Price for vendor to perform the first scheduled on-site maintenance: Price per unit: \$\_\_\_\_\_**



## 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

### Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b>Addresses of Missouri Offices or Places of Business.</b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; height: 20px;"> </td> <td style="border-top: 1px solid black; height: 20px;"> </td> <td style="border-top: 1px solid black; height: 20px;"> </td> </tr> <tr> <td style="border-top: 1px solid black; height: 20px;"> </td> <td style="border-top: 1px solid black; height: 20px;"> </td> <td style="border-top: 1px solid black; height: 20px;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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 <b>Location Products are Manufactured or Produced.</b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

7. NOTICE OF COOPERATIVE PURCHASING

**MODOT 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 **motor graders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **motor graders** meeting MoDOT 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 MoDOT 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 \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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

**9. 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 (6<sup>th</sup>) 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 Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**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.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**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 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.

**9. MISSOURI DEPARTMENT OF TRANSPORTATION  
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED  
MOTORGRADER MINIMUM SPECIFICATIONS**

ENGINE – Diesel meeting EPA emissions standards, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Rybind MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart O, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. Lights shall be LED.

LED STROBE LIGHT WIRING/SWITCH – Unit shall have factory installed LED light switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

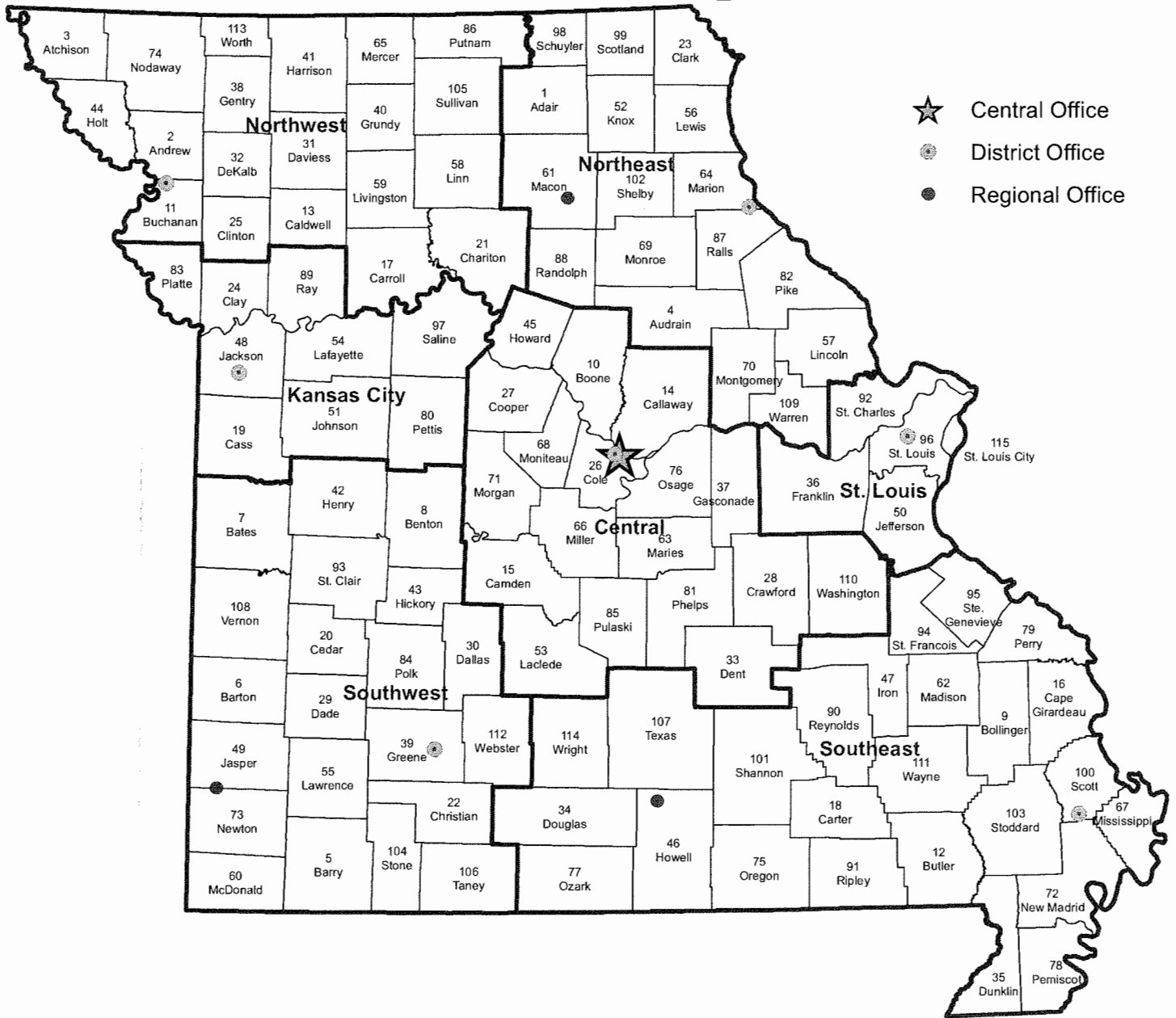
CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2<sup>nd</sup> door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator. Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer. Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified. Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department. Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted LED strobe.

# Missouri Department of Transportation District Map



- ★ Central Office
- District Office
- Regional Office

County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.	County	No. Dist.						
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	Ripley	91	SE	Wayne	111	SE
Butler	12	SE	Dekalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Charles	92	SL	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	St. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Osage	76	C	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Ozark	77	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Pemiscot	78	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Perry	79	SE	Scotland	99	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Pettis	80	KC	Scott	100	SE			





# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of January

20 17

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 the Missouri Department of Transportation Cooperative Contract 3-160626TV to purchase one (1) John Deere 672G Motor Grader from Tri-State Construction Equipment Company of Palmyra, MO. at a net cost of \$158,287.50 with a trade-in of a 2012 John Deere 672G Motor Grader, asset tag 17982.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 10th day of January, 2017.

ATTEST:

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

*Absent*  
Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
Acting Presiding Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# BOONE COUNTY

## Request for Disposal/Transfer of County Property

*Complete, sign, and return to Auditor's Office*

Date: 1/3/2017

Fixed Asset Tag Number: 17982

RECEIVED

Description of Asset: 2012 John Deere 672G Motorgrader

DEC 19 2016

BOONE COUNTY AUDITOR

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

Other Information (Serial number, etc.): IDW672GXPCF643871; Current Hrs: 6773, Assigned # 4764

Condition of Asset: Fair

Reason for Disposition: Planned replacement for 2017

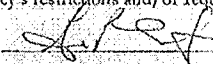
Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 PW

Signature: 

To be Completed by: AUDITOR

Original Acquisition Date: 4-11-12

G/L Account for Proceeds: 2040-3835 NA

Original Acquisition Amount: \$235,069.00

Original Funding Source: 2741

Account Group: 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

Transfer Department Name: \_\_\_\_\_ Number: \_\_\_\_\_

Location within Department: \_\_\_\_\_

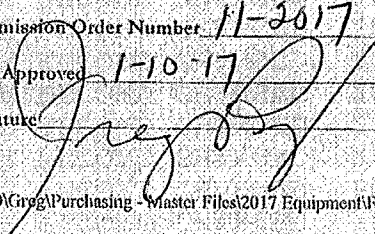
Individual: \_\_\_\_\_

Trade Auction Scaled Bids

Other Explain: \_\_\_\_\_

Commission Order Number: 11-2017

Date Approved: 1-10-17

Signature: 

11-2017

# Boone County Purchasing

Phil Fichter  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: December 30, 2016  
RE: Cooperative Contract: **Missouri Department of Transportation General Services (MODOT) Contract 3-160626TV – Motor Grader**

Public Works requests permission to utilize the **Missouri Department of Transportation General Services (MODOT) Contract 3-160626TV** to purchase one (1) John Deere 672G Motor Grader from Tri-State Construction Equipment Company of Palmyra Missouri.

Cost of contract is \$270,787.50 and will be paid from department 2040 – PW Maintenance Operations, account 92300 – Replacement Equipment.

This is a replacement purchase and the 2017 budgeted amount was \$260,600. The budgeted trade-in value was \$85,000, yielding a net cost of \$175,600.

The contract price is \$270,787.50 minus the trade-in price of \$112,500.00, yields a net cost of \$158,287.50.

The Purchasing Department requests permission to dispose of the following surplus:  
2012 John Deere 672G Motor Grader, with **fixed asset tag 17982**.

Attached is the Disposal Form for signature.

cc: Greg Edington, PW  
Contract File

**PURCHASE AGREEMENT  
FOR  
MOTOR GRADER**

**THIS AGREEMENT** dated the 10th day of January 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Martin Equipment of Illinois, Inc. d/b/a Tri-State Construction Equipment Company**, 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 one (1) **John Deere 672G Motor Grader**, Martin Equipment quotation dated 11/07/2016, the Missouri Department of Transportation Contract **3-160626TV** 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 3-160626TV 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) John Deere 672G Motor Grader as follows:

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
<b>John Deere 672G Motor Grader with 6WD</b>	\$229,500.00	1	\$229,500.00
<ul style="list-style-type: none"> <li>• John Deere PowerTech PSS 9.0L</li> <li>• 18 Halogen Deluxe Grading Lights</li> <li>• Air Conditioner</li> <li>• 24-to-12 Volt Converter</li> <li>• Lower Front Intermittent Wiper &amp; Washer</li> <li>• Air Suspension Seat with Armrests &amp; Headrest</li> <li>• 14' x 27" x 1" with 8" x 3/4" Cutting Edge and 5/8" Hardware</li> </ul>			
<b>Following Options at 25% Discount off of MSRP:</b>			
• Auto Shift Transmission	\$ 1,381.50	1	\$ 1,381.50
• LH Aux Hydraulics	\$ 2,500.50	1	\$ 2,500.50
• Additional Strobe Lights	\$ 2,950.50	1	\$ 2,950.50
• 3YR/4000 Hr Comp. Warranty	\$ 7,626.00	1	\$ 7,626.00
• RH Blade Control	\$ 450.00	1	\$ 450.00
• 14' Moldboard 27" Tall	\$ 345.00	1	\$ 345.00
• Heated Outside Mirrors	\$ 305.00	1	\$ 305.00
• 17.5x25 Tires and Wheels	\$ 7,000.50	1	\$ 7,000.50
• Deere Front Scarifier	\$ 740.00	1	\$ 740.00
• Scarifier Teeth	\$ 6,000.00	1	\$ 6,000.00
• Rear Camera	\$ 1,360.00	1	\$ 1,360.00
• Spare Wheels	\$ 4,596.00	1	\$ 4,596.00
• 7 YR/7500PT HYD Warranty	\$ 8,905.50	1	\$ 8,905.50

**Total** **\$273,660.50**

Less 5 Yr/2500 PT/Hyd Warranty - \$ 2,873.00

Less Trade-In: 2012 John Deere 672G Motor Grader SN (643871) – Asset Tag #17982 - **\$112,500.00**

**Total Including Trade** **\$ 158,287.50**

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 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Heather Acton, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase 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 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 of an accurate statement. 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.

**MARTIN EQUIPMENT OF ILLINOIS, INC.  
D/B/A TRI-STATE CONSTRUCTION  
EQUIPMENT COMPANY**

by Kevin Smyser  
title Branch manager

APPROVED AS TO FORM:

[Signature]  
County Counselor

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
[Signature]  
**FRED J. PAAAY, ACTING PRESIDING COMMISSIONER**

ATTEST:

Wendy S. Noren  
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.)

June E. Pitchford  
Signature by ag

1/3/17  
Date

2040-92300 - \$ 158,287.50

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.
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.



106 Industrial Drive  
 Ashland, MO 65010  
 o : 573.657.2154  
 f : 573.657.1012  
 www.meol.com

11/7/2016  
 BOONE COUNTY PUBLIC WORKS  
 672G

Base 672G MODOT Bid \$229,500.00  
 MODOT Bid # #3-160626TV MOTOR GRADERS

Auto Shift Transmission	\$1,381.50		LIST PRICE	\$1,842.00
LH Aux Hydraulics	\$2,500.50		LIST PRICE	\$3,334.00
Additional Strobe Lights	\$2,950.50		LIST PRICE	\$3,934.00
3YR/4000 HR COMP WARRANTY	\$7,626.00			
RH Blade Control	\$450.00		LIST PRICE	\$600.00
14' Moldboard 27" Tall	\$345.00			
Heated Outside Mirrors	\$305.00			
17.5 x 25 Tires and Wheels	\$7,000.50	Micheln Snow Plus	LIST PRICE	\$9,334.00
Deere Front Scarifier	\$740.00			
Scarifier Teeth	\$6,000.00			\$8,000.00
5Yr/2500 PT/Hyd Warranty	(\$2,873.00)			
REAR CAMERA	\$1,360.00			
SPARE WHEELS	\$4,596.00		LIST PRICE	\$6,128.00
7YR/7500 PT/HYD WARRANTY	\$8,905.50			
		TOTAL		\$270,787.50

TRADE IN: 2012 JOHN DEERE 672G S SN#643871

TRADE VALUE \$112,500.00

ASSET TAG 17982



JOHN DEERE



**Missouri Department of Transportation  
 Bid Tabulation Request 3-160622TV Motor Graders  
 Opened on 6/22/16  
 Multiple Award**

Item #1 - Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (140-220), 6- Cylinder diesel engine

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 1A	Option 1B	Option 1C	ARO	Districts	MSRP	Telematics
Crown Power and Equipment	CASE 865B	205	\$ 211,182.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 670G	170-235	\$ 214,085.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 120M2	145-189	\$ 193,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT 12M3	179-231	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 12M3	179-231	\$ 250,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Foley Equipment	CAT 120M2	145-189	\$ 232,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 845B DHP	150-173	\$ 200,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 670G	170-220	\$ 211,400.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,015.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 670G	170-235	\$ 210,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,015.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 845B	150	\$ 201,710.66	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #2- Outright purchase of one (1) new articulated 6x4 motor grader with dual/variable HP range - (165-255), 6-cylinder diesel engine.

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 2A	Option 2B	Option 2C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3	200-252	\$ 252,110.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885B	235	\$ 218,472.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 770G	210-265	\$ 223,618.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 23,650.00	\$ 24,900.00	\$ 1,005.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3	200-252	\$ 242,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 140M3	200-252	\$ 255,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 865BVHP		\$ 220,500.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 770G	190-255	\$ 220,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 770G	190-255	\$ 219,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865B		\$ 222,433.23	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #3- Outright purchase of one (1) new 6WD articulated 6x6 motor grader, front wheel with dual/variable HP range - (140-240), 6 cylinder inline diesel engine, creeper gear function capability for running a blade mount milling attachment

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 3A	Option 3B	Option 3C	ARO	Districts	MSRP	Telematics
Altofer, Inc	Cat 12M3AWD	189-252	\$ 263,144.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 865BAWD	205	\$ 235,753.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 672G	190-245	\$ 233,193.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,285.00	\$ 25,845.00	\$ 842.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT120M2AWD	153-209	\$ 222,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Fabick Cat	CAT12M3AWD	189-252	\$ 251,500.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 12M3AWD	189-252	\$ 275,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Foley Equipment	CAT 120m2AWD	153-209	\$ 248,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 865BVHPAWD		\$ 244,000.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 672G	190-245	\$ 230,700.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,000.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 6702G	190-245	\$ 229,500.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 1,000.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 865BAWD		\$ 248,046.04	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes

Item #4- Outright purchase of one (1) new 6WD articulated 6x6 motor grader with dual/variable HP range - (185-275)

Vendor	Make/Model	HP	Base Bid	Standard Warranty	Option 4A	Option 4B	Option 4C	ARO	Districts	MSRP	Telematics
Altofer, Inc	CAT 140M3AWD	210-272	\$ 282,145.00	12 Month Unlimited SMH Premier	\$ 30,789.00	N/A	\$ 2,052.00	130-150 days	NE	39%	Yes
Crown Power and Equipment	CASE 885BAWD	234	\$ 242,979.00	3 year/ 3000 hours	request	request	N/A	280 days	NW, NE, CD	19%	Yes
Erb Equipment Company	JD 772G	210-265	\$ 253,776.00	1 year Full Machine + 60 month/2500 hour p-train + Hydr	\$ 24,450.00	\$ 25,730.00	\$ 915.00	45 days	SL, SE	0%	Yes
Fabick Cat	CAT 140M3AWD	210-272	\$ 271,000.00	12 months unlimited hour premier warranty	\$ 29,000.00	N/A	\$ 2,100.00	120-150 days	SL, SE, NE, CD, SW		Yes
Foley Equipment	CAT 140M3AWD	210-272	\$ 283,000.00	12 months/unlimited hours	\$ 35,000.00	N/A	\$ 2,086.00	90-120 days	NW, KC, CD, SW	38.50%	
Luby Equipment	CASE 885BDHPAWD		\$ 253,000.00	3 year/ 3000 hours	\$ 20,500.00	\$ 21,500.00	STD	120-240 days	SL, SE, NE	35%	Yes
Murphy Tractor	JD 772G	210-265	\$ 250,250.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NW, KC, SW	25%	Yes
Tri-State Construction Equipment Company	JD 772G	210-265	\$ 249,000.00	Yes. See attached comment	\$ 21,155.00	\$ 21,950.00	\$ 980.00	60-90 days	NE, CD	25%	Yes
The Victor L Phillips Co.	CASE 885BAWD		\$ 257,961.71	3 year/3,000 hours	N/A	N/A	N/A	90 days	NW, KC, CD, SW	See notes	Yes



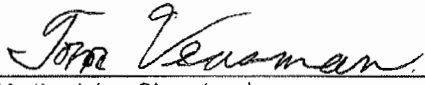
105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

Missouri Department of Transportation  
Patrick K McKenna, Director

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

**ADDENDUM 001  
MOTOR GRADERS  
Request for Bid 3-160622TV**

Bidders should acknowledge receipt of Addendum 001 (ONE) by **signing** and **including** it with the original bid. The due date for receipt of bids remains **unchanged** by this Addendum. Accordingly, the following clarifications are believed to be of general interest to all potential bidders. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority  Name: Tom Veasman Title: Sr. General Services Specialist
Contractor/Bidder Signature	Department of Transportation  
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: June 3, 2016

**MODIFICATION TO SPECIFICATION E731-D2:**

The following paragraph on Page 2 of Specification E731-D2 (June 2016) shall be modified to remove the sentence requiring LED lights.

**LIGHTS AND SIGNALS** - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. ~~Lights shall be LED.~~

**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	3-160622TV
DATE	June 1, 2016

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; June 22, 2016**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN BEFORE TIME SET FOR OPENING.

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

Various End User Delivery Locations

**BUYER:** Tom Veasman **EMAIL:** [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to establish contracts to furnish **Motor Graders** in accordance with the following pages. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Vendors**

This Request For Bid seeks bids from qualified vendors to furnish **Motor Graders**. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., June 22, 2016. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm>

Bids must be made on forms using the format provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the stated deadline for submitting the bid.

**Written Questions:** All written questions must be addressed to Tom Veasman no later than 2:00 p.m., Local Time, Tuesday, June 14, 2016 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: <http://www.modot.org/business/surplus/Fleet%20Buyers%20Web%20Page/Motorgradersone.htm> in the form of a written addendum. It is anticipated this addendum will be issued on Wednesday, June 15, 2016. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(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.

**ate:** \_\_\_\_\_  
**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 This Request for Bid (RFB) seeks bids from qualified organizations to provide **motor graders** to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids. All questions regarding the RFB shall be submitted to the RFB Coordinator. **Bids must be returned to the office of the RFB Coordinator no later than 2:00 p.m., CDT, June 22, 2016.**

#### **RFB COORDINATOR:**

**Tom Veasman, Senior General Services Specialist**

#### **MAILING ADDRESS:**

**Missouri Department of Transportation  
P. O. Box 270  
Jefferson City, MO 65102  
Attn: Tom Veasman**

#### **PHYSICAL ADDRESS:**

**Missouri Department of Transportation  
General Services Division  
830 MoDOT Drive  
Jefferson City, MO 65109**

Note that submission of bids to the above **mailing address** must go through MoDOT's mail room and will require additional time to arrive at 830 MoDOT Drive.

**PHONE: 573-522-4404**

**FAX: 573-526-6948**

### 1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of **motor graders** as set forth herein.
- 1.2.2 Organization: This RFB is divided into the following parts:
- 1) Introduction and General Information
  - 2) Scope of Work
  - 3) Bid Submission
  - 4) Pricing Pages
  - 5) Optional Training, Software and Maintenance
  - 6) Vendor Information and Preference Certification Form
  - 7) Cooperative Purchasing Form
  - 8) Terms and Conditions
  - 9) Specification (E731-D2)
  - 10) Map of MoDOT Districts by County

### 1.2.3 Definitions

- 1) Districts – Seven geographical areas by which MoDOT is divided. Each District makes their own purchasing decisions while operating under the guidance of the Central Office.
- 2) Divisions – MoDOT’s Central Office is separated into various operations groups.

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The bidder shall provide **motor graders**, to the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.1.2 The bidder shall provide all deliverables to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee that any unit(s) will be ordered.
- 2.1.4 Unless otherwise specified herein, the bidder shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.
- 2.1.5 MoDOT reserves the right to reject any or all bids, and to accept or reject any items thereon, and to waive technicalities.

**2.2 Required Specifications:** All equipment bids must comply with the attached MoDOT Specifications, and any other provisions outlined in the solicitation documents. Any deviation from these specifications must be indicated for review, or else bid may be considered non-responsive.

### 2.3 Delivery Requirements:

2.3.1 The following delivery requirements shall apply:

- a. Unless otherwise specified on the solicitation documents or purchase order, bidders shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. No vehicles will be received on Saturday, Sunday or state holidays.
- b. **NET DELIVERED FIRM PRICE** - The unit(s) shall be delivered complete and ready for use to the delivery destination. 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.
- c. The vendor shall demonstrate to the District prior to acceptance by the District that the equipment delivered complies fully with the enclosed specifications.
- d. Any demurrage is to be paid by the bidder direct to the railroad or carrier.

2.3.2 The bidder shall deliver the products specified herein to the following MoDOT locations:

- a. St. Joseph, Missouri 64502
- b. Macon, Missouri 63552
- c. Hannibal, Missouri 63401
- d. Lee’s Summit, Missouri 64064-8002
- e. Jefferson City, Missouri 65102

- f. Chesterfield, Missouri 63017-5712
- g. Joplin, Missouri 64802
- h. Springfield, Missouri 65801
- i. Willow Springs, Missouri 65793
- j. Sikeston, Missouri 63801
- k. Other locations as may be required

## **2.4 Invoicing and Payment Requirements:**

- 2.4.1 The bidder shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.
- 2.4.2 Each invoice must be itemized in accordance with items listed on the purchase order. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.4.3 The bidder shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.4.4 Other than the payment specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.
- 2.4.5 Payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 2.4.6 MoDOT assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to MoDOT's rejection and shall be returned at the bidder's expense.
- 2.4.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## **2.5 Other Award Requirements:**

- 2.5.1 Award Period - The award period shall commence from the date of award until **July 31, 2017**.
- 2.5.2 Renewal Periods – MoDOT has the right, at its sole option and in its sole discretion, to extend the contract period for up to three (3) additional one-year periods, or any portion therein. If the option for renewal is exercised by MoDOT, the bidder shall agree to all terms and conditions of the RFB and all subsequent amendments.
- 2.5.3 Escalation Clause - In the event the bidder requests a price increase during either the original award period or any renewal period, the bidder 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 bidder's written request and documentation, and decide if a price increase is to be granted at that particular time. The bidder 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 award period, or if applicable, the first 3 months of any of the optional renewal periods.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current award value (original value plus past approved escalations).
- 2.5.4 Inspection and Acceptance: MoDOT reserves the right to inspect the equipment at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

- a. No equipment, supplies, and/or services received by MoDOT pursuant to an award shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. MoDOT reserves the right to return any such rejected shipment at the bidder's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. MoDOT's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal or equitable remedies that MoDOT may have.

2.5.5 Fuel - In accordance with RSMo 414.365, MoDOT must use fuel with at least the biodiesel content of B-20. (<http://www.moga.mo.gov/mostatutes/stathtml/41400003651.html?&me=fuel>) By submitting a response to this bid, Bidder agrees to comply with all the terms of your company's standard equipment warranties, except to the extent the equipment problems are determined to be attributed to MoDOT's use of B-20 fuel.

2.5.6 Mandatory Training All specialty equipment purchased by MoDOT shall have the minimum training supplied by bidder as outlined below:

- a. Training shall take place at each district where equipment is delivered or at an off- site location at the bidder's expense. A qualified service technician or mechanic shall conduct the training.
- b. Training will be supplied to operators and mechanics of equipment and will cover safe operation and routine/preventative maintenance. The bidder shall supply training within one month of delivery and acceptance. The bidder shall supply all training materials.
- c. Four (4) hours of safe operation and routine/preventive maintenance for mechanics and operators. Training time and location shall be coordinated with district personnel. The vendor shall supply training within one month of acceptance by MoDOT. All costs associated with training and materials supplied shall be the responsibility of the vendor. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units purchased by MoDOT.
- d. Vendors must allow MoDOT technicians to attend any in-depth factory technical training as deemed necessary by MoDOT. Training shall be the same as received by dealership personnel with content tailored to cover specific units sold. Vendor must supply training to MoDOT at the same cost as dealership personnel.

2.5.7 Service & Operator Manuals

- a. A hard copy operator manual must be provided with each individual unit.
- b. One set of service and parts manuals (CD or hard copy) shall be supplied with each individual unit.

2.5.8 Technical Service All bidders shall provide a telephone number for technical assistance on all components of the items bid. Number shall be manned during normal working hours (8 AM to 4 PM).

## **2.6 Equipment Trade-In Allowance:**

- a. If equipment trade-ins are offered as an option, the trade-in(s) must be negotiated between the District/Division and the vendor.
- b. The vendor must be currently under contract with MoDOT.

- c. It will be the responsibility of the vendor to examine the condition of the equipment offered for trade. The vendor must not impose any mandatory requirements or restrictions on equipment disposal.
- d. If the value offered is less than the Division's pre-established minimum price, the Division and District must both approve the trade in value.
- e. Allowance for trade-in(s) will be deducted from the full purchase price in computing the net purchase price. Trade-in(s) will not be available until the receipt and acceptance of the new equipment unless agreed upon by the District.

**Trade-In Worksheet Example:**

<b>Make/Model of New Equipment:</b>
<b>Full Purchase Price: \$</b>
<b>Make/Model of Trade-In:</b>
<b>Less Trade-In (Deduct): \$</b>
<b>Net Purchase Price: \$</b>

**2.7 Equipment Refurbishments:** If equipment refurbishments are available, the refurbishment(s) must be negotiated between the district and vendor. The vendor must be currently under contract with MoDOT. It will be the responsibility of the vendor to examine the condition of the equipment offered for refurbishment. The districts must keep accurate records verifying the process.

**3. BID SUBMISSION**

**3.1 Bid Submission Information:**

- 3.1.1 All bids must be received in a sealed envelope/packaging clearly marked “**3-160622TV Motor Graders**”.
- 3.1.2 All bids must be received at the office of the RFB Coordinator as outlined in Section I. “INTRODUCTION AND GENERAL INFORMATION”.
- 3.1.3 The bidder may withdraw, modify or correct his/her 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 date and 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 withdrawn, modified or corrected accordingly. No bid may be withdrawn, modified or corrected after the date and 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 Award:

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 and discretion for all purchasing decisions. After award, Districts shall use the following evaluation criteria to determine the awarded contract that would provide the "lowest and best" equipment purchase option:

- a. Base and Options Costs 50 Points
- b. Warranty Coverage/Unit Features that Improve Performance, Strength, Reliability & Longevity 30 Points
- c. Location of Parts and Servicing Dealers 10 Points
- d. Delivery Timeline 5 Points
- e. Other response information 5 Points

3.1.6 Cost Evaluation:

The evaluation of base and options costs will be conducted using a scale of fifty (50) possible points based upon the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Price of Bidder Being Evaluated}} \times 50 = \text{Points Awarded to Bidder Being Evaluated}$$

3.1.7 Bidder Compliance: The bidder must be in compliance with the laws regarding conducting business with MoDOT and as indicated in the Terms and Conditions.

3.1.8 Bidder Notification: Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.

## 4. PRICING PAGES

The bidder shall provide a firm, fixed price below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. All available discounts to be included in pricing.

**NOTE: If bidding more than one make/model for a given Item#, make additional copies of the PRICING PAGES to submit additional bids. Vendors are encouraged to submit additional vendor options for each unit bid as a separate attachment. Additional Vendor Options information will be posted on MoDOT's website, so please include vendor name and applicable Item number on each page. Additional Vendor Options pricing should include all available discounts.**

**ITEM #1: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (140–220), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE/ MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 1A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 1B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 1C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #2: Outright purchase of one (1) new articulated 6x4 motor grader meeting the attached MoDOT specification E731-D2, with dual/variable HP range, (165–255), 6-cylinder inline diesel engine, NET DELIVERED PRICE.**

MAKE/ MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 2A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 2B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 2C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #3: Outright purchase of one (1) new 6WD articulated 6x6 motor grader meeting the attached MoDOT specification E731-D2. Front wheel with dual/variable HP range (140–240), 6-cylinder inline diesel engine. Unit shall have creeper gear function capability for running a blade mount milling attachment. NET DELIVERED PRICE.**

MAKE/MODEL \_\_\_\_\_ HP \_\_\_\_\_ PRICE \$ \_\_\_\_\_

Standard Warranty: \_\_\_\_\_

**OPTIONS:**

Option 3A. Hydraulic rear benching wing (42") PRICE \$ \_\_\_\_\_

Option 3B. Hydraulic rear benching wing (60") PRICE \$ \_\_\_\_\_

Option 3C. Auto Shift Transmission PRICE \$ \_\_\_\_\_

**ITEM #4: Outright purchase** of one (1) new 6WD articulated 6x6 motor grader meeting specification E731-D2, (185-275 HP range). **NET DELIVERED PRICE.**

**MAKE/ MODEL** \_\_\_\_\_ **HP** \_\_\_\_\_ **PRICE \$** \_\_\_\_\_

**Standard Warranty:** \_\_\_\_\_

**OPTIONS:**

**Option 4A. Hydraulic rear benching wing (42")** **PRICE \$** \_\_\_\_\_

**Option 4B. Hydraulic rear benching wing (60")** **PRICE \$** \_\_\_\_\_

**Option 4C. Auto Shift Transmission** **PRICE \$** \_\_\_\_\_

Please indicate below the percent (%) discount off Manufacturers' Suggested Retail Prices (MSRP) for all motor grader options/parts available in your data book or pricing guides (not applicable to those options priced in the preceding OPTIONS sections or in any Additional Vendor Options pricing sheets provided by the bidder as those options should be priced with the discount included).

*% Discount off MSRP for all Data Book or Pricing Guide Options: - % Discount* \_\_\_\_\_

**Delivery will be made approximately \_\_\_\_\_ days after receipt of order.**

**Please indicate with an 'X' the MoDOT Districts for which you are bidding Items #1 - #4. (Bidders are responsible for servicing all counties within the district(s) selected.)**

**Northwest District (St. Joseph)** \_\_\_\_\_ **Northeast District (Hannibal)** \_\_\_\_\_

**Kansas City District** \_\_\_\_\_ **Central District (Jefferson City)** \_\_\_\_\_

**St. Louis District** \_\_\_\_\_ **Southwest District (Springfield)** \_\_\_\_\_

**Southeast District (Sikeston)** \_\_\_\_\_ **All Districts** \_\_\_\_\_

**MAXIMUM PERCENTAGE INCREASE FOR RENEWALS:** Provide your maximum percentage of increase at the time of renewal (maximum to be determined by applying % to current contract prices at time of renewal). If renewal increase percentages are not provided, the prices for the renewal period shall be the same as the current contract period.

**Maximum % of increase for:** **First Renewal** \_\_\_\_\_ **Second Renewal** \_\_\_\_\_ **Third Renewal** \_\_\_\_\_

**Do the units bid in Items #1 - #4 include an equipment telematics system? If not, is a telematics system available for additional cost? Briefly describe system capabilities and service terms/costs.**

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

## 5. OPTIONAL TRAINING, SOFTWARE AND MAINTENANCE

### **Optional Training**

Price must be included for each item for the following optional training: (Price per student)

Training shall be provided by a factory or dealership personnel. The trainer must be approved by MoDOT. Training content shall be tailored to cover the specific units sold.

Should the training not meet the requirements (needs of the employees being trained,) indicated below, the vendor shall come back to the location the training first took place and hold the training again.

- a.) 8 hours Electronic Operation and Diagnostics
  - 1. Engine
  - 2. Transmission
  - 3. HVAC
  - 4. Hydraulics
  - 5. Calibration Procedures
  
- b.) 4 hours Hydraulic & Transmission Mechanical Diagnostic

- 1. Operation
- 2. Adjustments
- 3. Pressure/Flow Tests

**12 Hour Basic Operation/Diagnostics: Minimum # Per Class** \_\_\_\_\_ **Price per student: \$** \_\_\_\_\_

### **Optional Software**

Price to include the following: diagnostic software, cables, and interface. (Price per set)

**Diagnostic software, cables, and interface:** \_\_\_\_\_ **Price per set: \$** \_\_\_\_\_

### **Optional Maintenance**

Optional price for vendor to perform the first scheduled on-site maintenance. Vendor shall supply all labor associated with the maintenance. All materials used for maintenance will be supplied by MoDOT. At MoDOT's discretion, this first scheduled maintenance may be used as a training class for mechanics and maintenance employees.

**Price for vendor to perform the first scheduled on-site maintenance:** \_\_\_\_\_ **Price per unit: \$** \_\_\_\_\_

# 6. VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - 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 <b>Addresses of Missouri Offices or Places of Business.</b>										
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></th> <th style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b>		<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

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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 <b>Location Products are Manufactured or Produced.</b>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<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

**7. NOTICE OF COOPERATIVE PURCHASING**

**MODOT 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 **motor graders** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **motor graders** meeting MoDOT 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 MoDOT 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 \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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

**9. 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 (6<sup>th</sup>) 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 Provisions, General Terms and Conditions and Special Terms and Conditions**

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.



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.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

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 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.

**9. MISSOURI DEPARTMENT OF TRANSPORTATION  
DIVISION OF GENERAL SERVICES EXTRA HEAVY DUTY ARTICULATED  
MOTORGRADER MINIMUM SPECIFICATIONS**

ENGINE – Diesel meeting EPA emissions standards, Dual/Variable HP inline 6 cylinder, turbo-charged, electronically controlled with 110 volt block style heater rated at minimum of 750 watts, electrically heated intake air cold start system, and heavy-duty two-stage, dual element, dry type air cleaner with service indicator. A hinged or bolt-on removable guard should protect the radiator. Engine side panels should be lockable and keyed alike. The engine shall have mounts between engine and frame to help reduce noise and vibration. Equipment shall meet all applicable federal emission regulations.

TRANSMISSION – 8-speed forward, 4-speed reverse, direct drive power shift with front and rear transmission guards. The transmission shall have mounts between transmission and frame to help reduce noise and vibration.

HYDRAULICS – Closed center system, load sensing with hydraulic tank, locking cap and check valves in all hydraulic cylinders with spin on filtering system having a 10 micron rating or better.

DIFFERENTIAL LOCK - Tandem drive train differential with manual lock/unlock control switch. Must provide positive control of the lock/unlock capability in the cab. No-Spin or Limited Slip Differential is not acceptable.

BRAKES, POWER - Minimum performance criteria in accordance with SAE Standard J1152 APR80.

Service - Four-wheel hydraulic power boosted wet disc with foot pedal, operator warning system, and reserve power assist. Air brakes are acceptable only if an air dryer system is included.

Parking – Hand or electronically activated, disc type, mounted on the output shaft of the transmission with both audio and visual warning systems. Must be capable of holding stopped vehicle in stationary position.

Emergency - Manual application from operator's position.

NOTE: The above brake system may use common components.

ARTICULATED FRAME - Hydraulically articulated frame with in-cab controls.

MOLDBOARD, HYDRAULICALLY OPERATED – 14' x 24" (or 25" is acceptable) x 3/4" moldboard with replaceable end bits, constructed of high-carbon steel. The moldboard shall be equipped with a hydraulically operated side shift to the right and left of center position. Moldboard controls shall provide a float position. Power tilt moldboard shall be furnished with a minimum of 44° total tilt range. Minimum blade down pressure shall be 16,500 pounds. Minimum blade pull pressure shall be 20,500 pounds. Circle rotation drive shall be protected with a slip clutch, relief valve, or other suitable device.

FRONT LIFT GROUP CAPABILITY - Unit shall have all necessary plumbing to the front of motorgrader to operate attachments. Lift group brackets are to be mounted in front of front wheels with brackets properly mounted to the unit to accommodate a vendor supplied mounting bracket or plate to allow the attachment to work with a department owned V-plow; a front mount class 1 parallel J hook style lift group front lift group (comparable to a Ryland MG1 or Cat/Balderson front lift group). Vendors must also supply one set of female pin-loc J-Hook adapters for existing MoDOT attachments. Hydraulic system to the front lift group shall have float capabilities.

WEIGHT – Minimum operating weight (without attachments) 30,000 lbs.

CONTROLS - Full hydraulic, variable speeds, positive hand levers in cab.

STEERING – Hydraulic powered, front wheel with hydraulic booster AUDIBLE ALARM SYSTEM - In accordance with OSHA Standards listed in Federal Register Volume 37, Number 243, Subpart O, Section 1926.602, Paragraph 9. The sound shall be distinguishable from surrounding noise level and the horn switch shall be mounted within easy reach of operator, it shall have an independently controlled reverse signal alarm horn with automatic noise level that sounds when grader is shifted into reverse gear.

ELECTRICAL SYSTEM - 24 VOLT - Not less than 100 amp heavy-duty alternator, internal voltage regulator, and two 12 volt, number 4D BCI dimensional group size batteries with at least 170 ampere hours and minimum of 800 CCA per battery with a battery master disconnect switch. A 24-volt to 12-volt converter with isolators with a minimum 25-amp output is to be supplied by the vendor.

LIGHTS AND SIGNALS - Complete set of electric lights (10 standard to include 2 front, 2 rear, 2 mid-mount, 2 lower cab, and 2 top of cab in the front), including clearance lights, headlights with dimmer switch, moldboard work light, rear flood lights, red stop and taillights, inside cab dome light and instrument dash lights. Extra front work light for use with plow. Lights shall be LED.

LED STROBE LIGHT WIRING/SWITCH – Unit shall have factory installed LED light switch and circuit protection with wiring harness routed to the rear of the cab roof to facilitate later installation of warning lights. If available, unit shall have a folding style beacon bracket.

INSTRUMENTATION – Gauges shall include coolant temperature, engine oil pressure, fuel, hour meter, and air cleaner service indicator.

TIRES AND WHEELS - 1400 X 2400 Radial ply Michelin XTLA or approved equivalent tubeless tires, front and rear (lug type). Wheels to be 10" multi-piece rims, front and rear. If available, a spare tire and wheel is to be included.

TOW HITCHES - Front and rear.

CAB AND ROLLOVER PROTECTIVE STRUCTURE - ROPS minimum performance criteria in accordance with SAE J396A Standards. Fully enclosed, all-weather, insulated, sound-suppressed, steel cab with shatter-proof glass, all-around visibility, roll-over protective structure, heavy-duty electric windshield wipers (front, rear and lower front with washer), dual fan heavy-duty hot water heater and factory installed air conditioning, all-metal adjustable defroster fan front and rear with safety guard, inside cab mounted rearview mirror, dome light, floor mat, manufacturer's best available adjustable suspension upholstered operators seat with arm rests, retractable seat belt and door locks. AM/FM radio. The cab will have a minimum of one full access left-hand door with a minimum of one emergency exit (pop out window or 2<sup>nd</sup> door) besides the left-hand door. The cab shall have mounts between cab and frame to help reduce noise and vibration. It shall meet OSHA 90 DBA sound level requirements for eight hours. ROPS enclosure must be certified and labeled. Five pound fire extinguisher shall be included. NOTE: Optional left and right outside rear view mirrors would be preferred but are not mandatory.

FUEL TANK – Minimum 90 gallon capacity.

COLOR - Color to be manufacturer's standard safety or industrial yellow over a prime coat.

MISCELLANEOUS - The unit to be furnished shall have the following: muffler, leaning wheel front axle, foot accelerator, and locking caps on the fuel tank, and radiator.

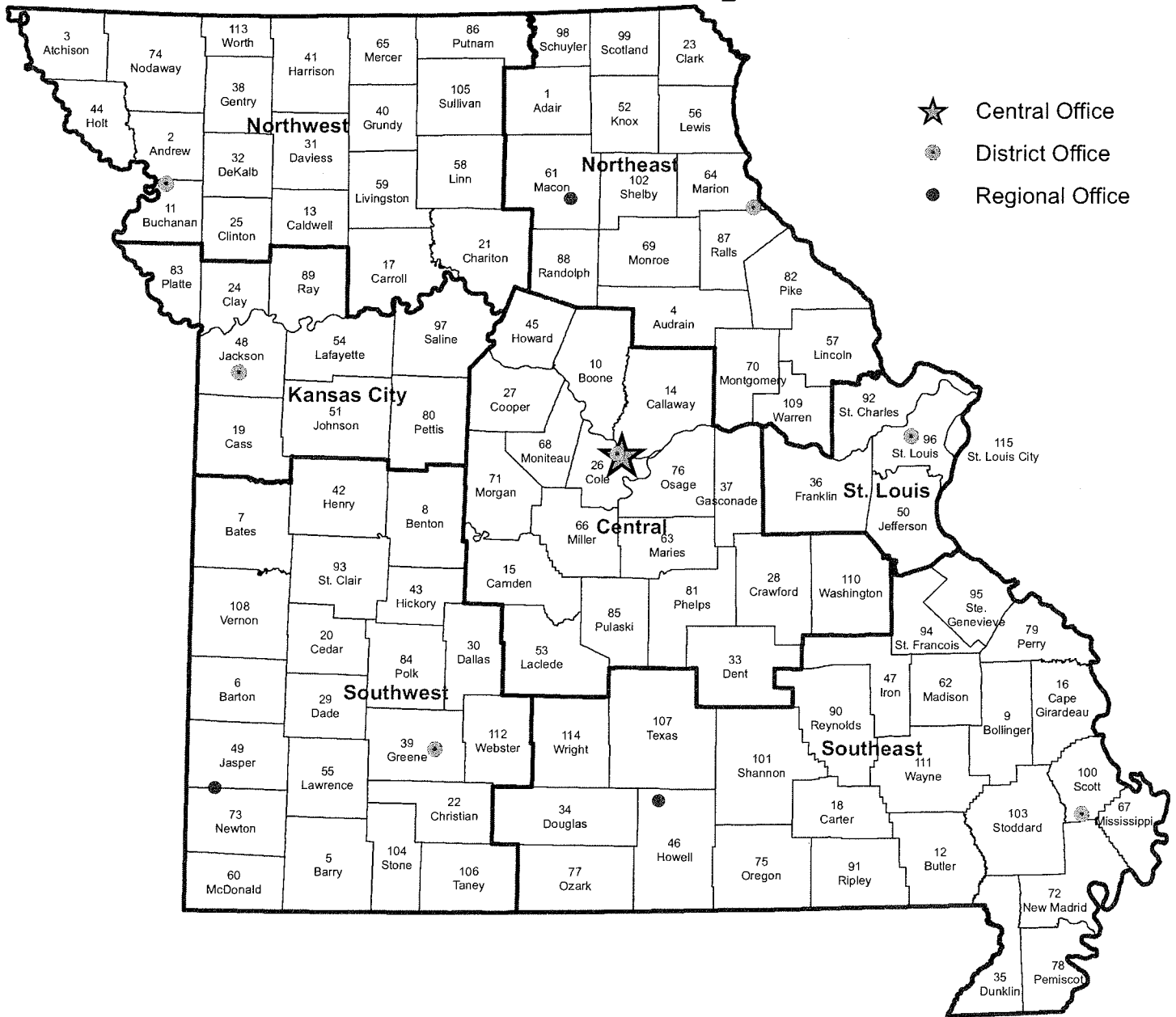
Any additional or optional equipment not specified above and supplied with the unit should only be that which is regularly furnished by the motorgrader manufacturer.

Complete machine must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto except where otherwise specified.

Decals and all other forms of Dealer Advertisements are to be left off units delivered to the department.

Any dealer advertisements larger than 12 square inches must be removed or covered. Mounting brackets wiring and switchgear for cab mounted LED strobe.

# Missouri Department of Transportation District Map



County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.	County	No.	Dist.			
Adair	1	NE	Chariton	21	NW	Harrison	41	NW	Macon	61	NE	Phelps	81	C	Shannon	101	SE
Andrew	2	NW	Christian	22	SW	Henry	42	SW	Madison	62	SE	Pike	82	NE	Shelby	102	NE
Atchison	3	NW	Clark	23	NE	Hickory	43	SW	Maries	63	C	Platte	83	KC	Stoddard	103	SE
Audrian	4	NE	Clay	24	KC	Holt	44	NW	Marion	64	NE	Polk	84	SW	Stone	104	SW
Barry	5	SW	Clinton	25	NW	Howard	45	C	Mercer	65	NW	Pulaski	85	C	Sullivan	105	NW
Barton	6	SW	Cole	26	C	Howell	46	SE	Miller	66	C	Putnam	86	NW	Taney	106	SW
Bates	7	SW	Cooper	27	C	Iron	47	SE	Mississippi	67	SE	Ralls	87	NE	Texas	107	SE
Benton	8	SW	Crawford	28	C	Jackson	48	KC	Moniteau	68	C	Randolph	88	NE	Vernon	108	SW
Bollinger	9	SE	Dade	29	SW	Jasper	49	SW	Monroe	69	NE	Ray	89	KC	Warren	109	NE
Boone	10	C	Dallas	30	SW	Jefferson	50	SL	Montgomery	70	NE	Reynolds	90	SE	Washington	110	C
Buchanan	11	NW	Davies	31	NW	Johnson	51	KC	Morgan	71	C	St. Charles	92	SL	Wayne	111	SE
Butler	12	SE	DeKalb	32	NW	Knox	52	NE	New Madrid	72	SE	St. Francois	94	SE	Webster	112	SW
Caldwell	13	NW	Dent	33	C	Laclede	53	C	Newton	73	SW	St. Clair	93	SW	Worth	113	NW
Callaway	14	C	Douglas	34	SE	Lafayette	54	KC	Nodaway	74	NW	St. Francois	94	SE	Wright	114	SE
Camden	15	C	Dunklin	35	SE	Lawrence	55	SW	Oregon	75	SE	St. Genevieve	95	SE	St. Louis City	115	SL
Cape Girardeau	16	SE	Franklin	36	SL	Lewis	56	NE	Ozark	77	SE	St. Louis	96	SL			
Carroll	17	NW	Gasconade	37	C	Lincoln	57	NE	Pemiscot	78	SE	Saline	97	KC			
Carter	18	SE	Gentry	38	NW	Linn	58	NW	Perry	79	SE	Schuyler	98	NE			
Cass	19	KC	Greene	39	SW	Livingston	59	NW	Scotland	99	NE	Shelby	102	NE			
Cedar	20	SW	Grundy	40	NW	McDonald	60	SW	Scott	100	SE	St. Louis	96	SL			



6/27/2011

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

                      
January Session of the January Adjourned

Term. 20 17

In the County Commission of said county, on the 10th day of January 20 17

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6002 N. Kent Drive, parcel #12-415-20-01-068 00 01

Done this 10th day of January, 2017.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
District I Commissioner

Jahet M. Thompson  
Jahet M. Thompson  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	January Session
6002 N. Kent Drive	)	January Adjourned
Columbia, MO 65202	)	Term 2017
	)	Commission Order No. <u>12-2017</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 10<sup>th</sup> day of January 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, trash, rubbish, garbage and other refuse on the premises.
4. The location of the public nuisance is as follows: 6002 N. Kent Drive, a/k/a parcel# 12-415-20-01-068.00 01, Section 20, Township 49, Range 12 as shown in deed book 1590 page 0540, Boone County.
5. The specific violation of the Code is: junk, trash, rubbish, garbage and other refuse in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 5<sup>th</sup> day of December to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties

responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

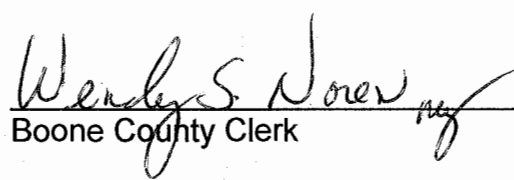
It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

*Acting*  
  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

Photographs taken 12/23/16 @ ~ 2:00 pm  
6002 N. Kent Drive





Khan Properties LLC  
6002 N. Kent Drive  
Health Department nuisance notice - timeline

- 11/30/16: citizen complaint received
- 12/01/16: initial inspection conducted
- 12/02/16: notice of violation sent to owner, return receipt requested
- 12/05/16: owner signed for notice
- 12/23/16: reinspection conducted – violation not abated - photographs taken at ~ 2:00 pm
- 12/28/16: hearing notice sent



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Khan Properties LLC
917 Oakhaven Drive
Columbia, MO 65203-2910

An inspection of the property you own located at 6002 N. Kent Drive (parcel # 12-415-20-01-068.00 01) was conducted on December 1, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, January 10, 2017 at 9:30 a.m. in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

[Handwritten signature of Kristine Vellema]

Kristine Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 28th day of December 2016 by [initials]

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Khan Properties LLC
917 Oakhaven Drive
Columbia, MO 65203-2910

An inspection of the property you own located at 6002 N. Kent Drive A+B (parcel # 12-415-20-01-068.00 01) was conducted on December 1, 2016 and revealed junk, trash, rubbish, garbage and other refuse on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within 15 days after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

[Handwritten signature of Kristine N. Vellema]

Kristine N. Vellema
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 2nd day of December 2016 by MD.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

7016 0910 0001 2240 9239

Certified Mail Fee \$  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$  
 Return Receipt (electronic) \$  
 Certified Mail Restricted Delivery \$  
 Adult Signature Required \$  
 Adult Signature Restricted Delivery \$

COLUMBIA, MO  
 KHAN-EB-XKV  
 DEC 02 2015  
 65201-9998 USPS

Postage \$  
 Total Postage and Fees \$ **6.46**

Sent To **Khan Properties LLC**  
 Street and **917 Oakhaven Dr.**  
 City, State **Columbia, MO 65203-2910**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**Khan Properties LLC**  
**917 Oakhaven Dr.**  
**Columbia, MO 65203-2910**



9590 9402 2068 6132 3809 48

2. Article Number (Transfer from service label)  
**7016 0910 0001 2240 9239**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name)  Date of Delivery

D. Is delivery address different from item?  Yes  
 If YES, enter delivery address below:  No

DEC 03 2016

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation Restricted Delivery

Jan 4, 2017 4:03:13 PM CST

File Edit Commands Help

SUNGARD PUBLIC SECTOR  
NaviLine

6901

- Events
- Email log
- Reminders
- Work requests

**Call Information**

Call ID: 6901      Status: Open      Entity: City of Columbia  
 Description: 6002B Kent Dr.  
**Comments**  
 George Young 808 6022 Trash sitting out for over a month.

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<p><b>Call Details</b></p> <p>Call type: CE-County Nuisance        Entry date/time: 11/30/2016 11:42:40        Entry user ID: Niles, Michelle M Health - .        Origin:        Work group: Environmental Health</p>	<p><b>Contact Information</b></p> <p>Contact ID: 154830        Contact name: Undefined        From phone: (573) 555-5555        Customer:        Location:        Service:</p>
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<p><b>Call Assignment/Notification</b></p> <p>Contact notification: Call back        Notification date:        Email updates: No        Notification user:        Forward to user: Vellema, Kristine - Health E</p>	<p><b>Close Information</b></p> <p>Close date/time: 00:00:00        Close user:        Elapsed time:        Action taken:</p>
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Print  
 Cancel  
 Exit  
 Refresh  
 Toggle Inform...  
 Contact Inquiry



**Boone County Assessor**

Boone County Government Center  
 801 E. Walnut, Rm. 143  
 Columbia, MO 65201-7733

Office (573) 886-4270

Fax (573) 886-4254

Open 8:00 am - 5:00 pm Monday to Friday

**Parcel** 12-415-20-01-068.00 01

**Property Location** 6002 N KENT DR A+B

**City**  
 Library **BOONE COUNTY (L1)**

**Road** COMMON ROAD DISTRICT (CO)  
**Fire** BOONE COUNTY (F1)

**School** COLUMBIA (C1)

**Owner** KHAN PROPERTIES LLC  
**Address** 917 OAKHAVEN DR  
**City, State Zip** COLUMBIA, MO 65203 - 2910

**Subdivision Plat Book/Page** 0010 0037

**Section/Township/Range** 20 49 12  
**Legal Description** GREGORY HGTS ADD #3  
 LOT 79

**Lot Size** 70.60 x 162.20  
**Irregular shape** Y  
**Deed Book/Page** 1590 0540

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	12,700	40,500	53,200	RI	2,413	7,695	10,108
<b>Totals</b>	<b>12,700</b>	<b>40,500</b>	<b>53,200</b>	<b>Totals</b>	<b>2,413</b>	<b>7,695</b>	<b>10,108</b>

**Most Recent Tax Bill(s)  
 Residence Description**

<b>Year Built</b>	1972		
<b>Use</b>	DUPLEX (102)		
<b>Basement</b>	CRAWL SPACE (2)	<b>Attic</b>	NONE (1)
<b>Bedrooms</b>	4	<b>Main Area</b>	1,664
<b>Full Bath</b>	2	<b>Finished Basement Area</b>	0
<b>Half Bath</b>	0		
<b>Total Rooms</b>	8	<b>Total Square Feet</b>	1,664

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 This Web application was developed by [Boone County](#).

**GENERAL WARRANTY DEED**  
Unofficial Document

540

THIS DEED, Made and entered into this 5<sup>th</sup> of January, 2000, by and between

**LEE ANN LYONS, f/k/a Lee Ann Wallace, and GORDON E. LYONS, JR., WIFE AND HUSBAND**

parties of the first part, of Boone County, State of Missouri, grantor(s), and

**KHAN PROPERTIES, L.L.C., A MISSOURI LIMITED LIABILITY CO**

party of the second part, of Boone County, State of Missouri, grantee(s).

Grantee's mailing address is 917 Oak Haven Dr, Columbia mo 65203

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part the following described Real Estate, situated in the County of Boone, and State of Missouri, to wit:

**Lot Seventy-nine (79) in GREGORY HEIGHTS SUBDIVISION, ADDITION NUMBER THREE (3) as shown on plat of said subdivision, recorded in Plat Book 10, Page 37, Boone County, Missouri Records.**

Subject to Easements and restrictions of record.

Property Address (if known): 79A & B Kent Drive, Columbia, MO. 65202  
Tax ID # (if known): 12-415-20-01-068

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Lee Ann Lyons  
LEE ANN LYONS

Gordon E. Lyons, Jr.  
GORDON E. LYONS, JR.

STATE OF MISSOURI )  
COUNTY OF Boone ) ss.

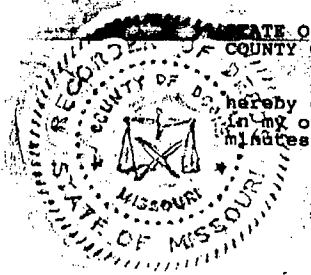
On this 5<sup>th</sup> day of January, 2000, before me personally appeared LEE ANN LYONS, f/k/a Lee Ann Wallace, and GORDON E. LYONS, JR., WIFE AND HUSBAND, to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

(SEAL) LAURA E. NAUSER  
Notary Public---Notary Seal  
STATE OF MISSOURI  
Boone County

Laura E. Nauser  
Notary Public

My term expires the My Commission Expires March 31, 2008



Document No. 300

I, the undersigned Recorder of Deeds for said county and state do hereby certify that the foregoing instrument of writing was filed for record in my office on the 6th day of January, 2000 at 9 o'clock and 15:13 minutes AM and is truly recorded in Book 1590 Page 540.

Witness my hand and official seal on the day and year aforesaid.

BETTY JOHNSON, RECORDER OF DEEDS  
by Lois Ashlock deputy

Nora Dietzel, Recorder of Deeds

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

10th

day of January

20 17

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Erosion and Sediment Control Security Agreement and Irrevocable Letter of Credit between the County of Boone and Nursery Heights Development Group LLC.

The terms of the agreement are stipulated in the attached security agreement. It is further ordered the Acting Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 10th day of January, 2017.

ATTEST:

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

Absent

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# Stormwater Erosion and Sediment Control Security Agreement

Date: December 15, 2016

Developer/Owner Name: Nursery Heights Development Group, LLC  
Address: 5200 Thornbrook Pkwy  
Columbia, MO 65203

Development: Nursery Heights Subdivision

This agreement is made by and between the above named developer (herein “Developer”) and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein “County”) and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

1. **Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan, or complete the improvements within the time and manner provided for by this agreement.
2. **Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Nursery Heights Subdivision. The SWPPP and ESC was prepared by A Civil Group on October 26, 2016.
3. **Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 29<sup>th</sup> day of November, 2018, and all such improvements shall pass County inspection as of this date.
4. **Security for Performance** – To secure the Developer’s performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$203,470.19, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations.

The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

- Cash deposit with County Treasurer
- Irrevocable standby letter of credit, with form to be approved by County and issued to Treasurer of Boone County, Missouri
- Certificate of Deposit issued by FDIC insured bank for a term of XX months
- Corporate surety bond issued to Boone County

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly-elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to November 29, 2018, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied and the corporate surety bond can be released to Developer. If no written proof has been provided to the financial institution issuing corporate surety bond that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on November 29, 2018, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the corporate surety bond to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or

partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.

9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written.

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER:**

By: Jeff Hemme

Printed Name: Jeff Hemme

Title: Managing Member

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Stan Shawver  
Stan Shawver, Director Resource Management

County Commission:

Fred Parry  
FRED PARRY, ACTING PRESIDING COMMISSIONER

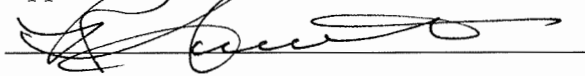
Attest:

Wendy S. Noren  
Wendy S. Noren, Boone County Clerk

County Treasurer

Tom Darrough  
Tom Darrough, County Treasurer

Approved as to form:

A handwritten signature in black ink, appearing to read "C.J. Dykhouse", is written over a horizontal line.

C.J. Dykhouse, County Counselor



BANK



IRREVOCABLE LETTER OF CREDIT  
NO. 108007627  
DATE: 12/09/2016

Amount: \$203,470.19

County of Boone  
Attn: Director, Resource Management  
801 E Walnut St, Rm. 315  
Columbia, MO 65201

Ladies and Gentlemen:

We hereby authorize the County of Boone to draw on Hawthorn Bank for the account of Nursery Heights Development Group LLC up to an aggregate amount of \$203,470.19 available by your drafts at sight. Your drafts must be accompanied by your invoice to Owner and accompanied by a Certificate for Drawing in substantially the form set out on Exhibit "A", which is attached hereto and incorporated by reference.

All drafts hereunder must be marked "Drawn under Hawthorn Bank Letter of Credit #108007627 Dated 12/09/2016."

The amount of each draft drawn under this credit must be endorsed hereon, and the presentation of each draft, if negotiated, shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein requested. Partial drawings are permitted. All payments under this letter of credit will be made available to you at the counters of the loan issuer or immediately by wire transfer of immediately available funds to the account(s) designated by the Boone County Treasurer.

We hereby engage with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same will be duly honored on due presentation and delivery of documents as specified if presented to this bank on or before 12/09/2016, provided further that upon such expiration, either at 11/29/2018, or such extended period as contemplated herein we shall immediately transfer the balance of the maximum available credit to you at the account then-designated by the Boone County Treasurer.

This letter of credit may be extended upon presentation of an agreement to extend, executed by the Developer/Owner and the County of Boone, and presented to Hawthorn Bank within the



BANK

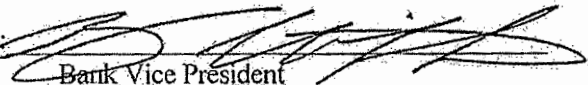
60-day period prior to the then-effective date of expiration of this letter of credit.

Upon our receipt, from time to time, from the County of Boone, of a written reduction certificate in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference, we are authorized to reduce the maximum available credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date which we receive said written reduction certificate.

This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except that Exhibit "A" and Exhibit "B" attached hereto are incorporated herein by reference as an integral part of this letter of credit.

Except as expressly provided herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), The International Chamber of Commerce Publication #500.

Sincerely yours,

By:   
Bank Vice President

Ryan Clifton - VP

Exhibit "A"  
To Letter of Credit  
Form of Certificate for Drawing

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Bank Name  
Bank Address  
City, State, Zip  
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: XXXXXXXX  
Dated: MM/DD/YY  
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

The undersigned, a duly authorized official of County of Boone, Missouri (the "Beneficiary"), hereby certifies to Landmark Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. XXXXXXXX (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that

1. The Account Party has failed to complete all improvements or fulfill all obligations required by the Subdivision Regulations, Stormwater regulations, or other applicable rules and regulations of the County of Boone.
2. A draft in the sum of \$\_\_\_\_\_ as requested by this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the Boone County, Missouri to the following account, as instructed by the Boone County Treasurer: [INSERT BANK Account # \_\_\_\_\_], Attention: Boone County Treasurer.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this \_\_\_\_\_ day of \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_

Exhibit "B"  
To Letter of Credit  
Form of Reduction Certificate

Boone County, Missouri letterhead

\*\*\*Date\*\*\*

Bank Name  
Bank Address  
City, State, Zip  
Attention: Bank Senior VP

Re: Bank Letter of Credit No.: XXXXXXXX  
Dated: MM/DD/YY  
In Favor of Boone County, Missouri on behalf of Developer/Owner

Gentlemen:

This certificate authorizes reduction in the amount of \$ \_\_\_\_\_ of the above letter of credit. The remaining maximum available credit for this letter of credit is \$ \_\_\_\_\_.

BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Presiding Commissioner

APPROVED BY:

Attest:

\_\_\_\_\_  
Stan Shawver, Director, Resource Management

\_\_\_\_\_  
Wendy S. Noren, Boone County Clerk

Commission Order: \_\_\_\_\_



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

10th day of January 20 17

In the County Commission of said county, on the

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

Now on this day the County Commission of the County of Boone does hereby approve the request from the Prosecuting Attorney's Office to accept additional funding available through their VOCA grant and adjust their VOCA grant contract. Said adjustments are stipulated in the attached documentation.

Done this 10th day of January, 2017.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Fred J. Parry  
Acting Presiding Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner



**DANIEL K. KNIGHT, Prosecutor**  
Office of the Boone County Prosecuting Attorney  
705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485  
573-886-4100  
FAX: 573-886-4148

DATE: January 10, 2017

TO: Commissioner Atwill  
Commissioner Parry  
Commissioner Thompson

FROM: Boone County Prosecuting Attorney's Office

RE: 2016-VOCA-004-NC VOCA Contract Adjustment

On December 7, 2016 we received a letter from the Missouri Department of Public Safety notifying us of additional funding available through our VOCA grant. We are requesting your approval to accept this funding and adjust our VOCA contract. We are requesting funds for additional training for three advocates and two assistant prosecuting attorneys to attend the 11<sup>th</sup> Annual Conference on Family and Sexual Violence in May, 2017 and funding for four additional members of our DOVE unit to attend the EVAWI (End Violence Against Women International) conference in March, 2017. We are also requesting funds for replacement furniture for our witness waiting room and our lobby, new carpet in our witness waiting room, one desk and one chair for our victim specialists, three scanners and an additional Karpel license for our Victim Response Team. The total cost for all our requests is \$36,366.37. We will use the existing salary of our Victim Specialist Jessica Watson for the matching funds. There will be no additional cost to Boone County.

We respectfully request your approval to electronically sign this contract adjustment.

Thank you.

 **Subaward Adjustments**
**Subaward Adjustment: 02****Grant:** 2016-VOCA-004-NC-Victim Response Team**Status:** Editing**Program Area:** Victims of Crime Act (VOCA)**Grantee Organization:** Boone County, Prosecutor's Office**Program Manager:** Tyler Rieke**Submitted Date:****Contract Adjustment Justification**[Return to Components](#)**Justification\***

Please explain the reason for the requested adjustment and include the effective date. State the need for the change and how the requested revision will further the objectives of the project.

**TRAVEL/TRAINING:**

We are requesting funding for our two domestic violence prosecutors, Meghan Woolery and Jessica Caldera, and three advocates, Amanda Douglass, Mark Koch and Jessica Watson to attend the 11th Annual Conference on Family & Sexual Violence in Springfield, Missouri May 2-4, 2017. The cost of the conference registration fee is \$125.00 per person for a total of \$625.00.

Meals and mileage are based on the per diem rates provided by the State of Missouri Office of Administration's website oa.mo.gov.

Meals will be \$34.00/day for 4 days X 5 people for a total of \$680.00.

They will need to have 2 vehicles to transport 5 people to and from Springfield. It's 163 miles from Columbia to Springfield, 326 miles round trip @\$ .37/mile X 2 for a total of \$241.24.

Three nights lodging will be required for each person and the cost is \$89.00 per person per night plus \$4.68 lodging tax \$93.68/night X 3 nights X 5 people for a total of \$1405.20.

A copy of the brochure is attached to this contract adjustment.

**The total cost for the 11th Annual Family & Sexual Violence conference is \$2951.44.**

We are requesting funding for additional members of our DOVE Unit to attend the conference presented by EVAWI (End Violence Against Women International). The additional DOVE Unit members are Detective Heath Chinn from the Boone County Sheriff's Department, Detectives Randy Nichols and Andy Muscato from the Columbia Police Department and Victim Advocate Jessica Cooper-Miller from True North women's shelter. It is the International Conference on Sexual Assault, Domestic Violence and Engaging Men & Boys annual conference and it will be held in Orlando, Florida April 18-20, 2017.

The cost of the conference registration fee will be \$545.00 per person for a total of \$2180.00 if we register by March 17, 2017. A copy of the brochure is attached to this contract adjustment.

The estimated cost for airfare is \$350.00 per person based on current flights from St. Louis, MO - Orlando, FL using Cheaptickets.com for a total of \$1400.00.

Meals and mileage costs are based on the per diem rate provided by the State of Missouri Office of Administration's website oa.mo.gov.

Meals will be \$40.00/day for 5 days per person for a total of \$800.00.

We are requesting mileage for one additional vehicle to and from the St. Louis airport \$.37/mile for 224 miles round trip totalling \$82.88.

We are also requesting lodging for these four people.

Four nights lodging will be required and the cost is \$114.00 per night per person plus taxes of \$18.00 per night for \$528.00 per person with a total lodging cost of \$2112.00.

**The total cost for the additional DOVE Unit members to attend the EVAWI conference is \$6,574.88.****The total cost for all additional training is \$9,526.32.****SUPPLIES:**

We are requesting funding for 1 additional Karpel software license for our Victim Response Team. The one time cost of this license is **\$1850.00.** A copy of the quote for the cost is attached to this contract adjustment.

**EQUIPMENT/FURNITURE:**

We would like to purchase scanners for Mark Koch-Victim Specialist, Jessica Watson-Victim Specialist and Patti Harris- Victim Assistant. We are in the process of scanning all of our files and becoming a paperless office. For efficiency and confidentiality purposes we would like all of our victim advocates to have the ability to scan victim files. The cost of each scanner is **\$879.93**. The total cost for all 3 scanners is **\$2639.79**. The quote for the scanners was provided by Boone County I.T. and a copy of the quote is attached to this contract adjustment.

We would like to replace the furniture and the carpet in our witness waiting room and the chairs in our front lobby. Both of these areas are used for victims and witnesses to sit while they are waiting for trials or meetings with our victim advocates or assistant prosecuting attorneys. The chairs in our witness waiting room are almost 17 years old and have stains on them. The arms on the chairs are scratched from law enforcement officers sitting in them with their guns and holsters on. We would like to get chairs and benches without arms and we have chosen fabric that is stain resistant and durable to eliminate these problems. We have a very small witness waiting room and have chosen furniture that will maximize the space. We currently have toys and drinks stored underneath the chairs because of the shortage of space. We would like to purchase a tall cabinet that can be used to store these items and get them off the floor. We would also like to replace the carpet in the witness waiting room. It is very dirty and stained and shampooing the carpet does not help. The carpet we have chosen is made of a special fiber that repels liquids, is stain resistant and durable. Pictures of our current witness waiting room and the front lobby and cost estimates and drawings for the replacement furniture are included as attachments to this contract adjustment for your reference.

Our lobby is very long and narrow and we currently have small chairs with arms all lined up in a row. Some of the chairs are stained and do not accommodate different sized people. We would like to purchase bench seating without arms to allow for different sized people to sit comfortably while waiting to come into the office. This area is used daily for victims and witnesses that come in for meetings and is often used as overflow when our witness waiting room is full. The cost estimates and drawings for the furniture in the lobby are attached.

We are requesting a task chair for Victim Specialist Mark Koch. He is a very tall person and the chair he is currently using is not the right size for him. Boone County's Risk Management Specialist evaluated Mark's work space and suggested an adjustable chair with better back support. We would like to purchase an Impress Ultra task chair with arms for Mark. The cost of the chair is **\$514.46**.

We are requesting a replacement work station for Jessica Watson, Victim Specialist. Jessica's desk is 24 years old and is falling apart. We would like to purchase a work station similar the one we purchased for Amanda Douglass and Bill Haws. The cost of the work station is **\$3037.79**.

The cost for the replacement furniture in the lobby is **\$7097.85**.

The cost for the replacement furniture and the storage cabinet in the Witness Waiting room is **\$9026.16**.

The total cost for all of the replacement furniture including delivery, design and installation is **\$20,826.26**.

**The cost estimates for all of the replacement furniture are provided by Inside the Lines, the furniture vendor under contract with Boone County.**

The cost to replace the carpet in the Witness Waiting room is **\$1524.00** including installation. The quote is provided by Carpet One and a copy is attached to this contract adjustment.

Thank you for the opportunity to request this additional grant funding, we truly appreciate your continued support of Boone County's victim services programs.

**Budget Adjustment**

COMPLETE THIS SECTION IF YOU SELECTED "BUDGET REVISION".

Row	Current Budget	Revised Amount	Net Change
Personnel	\$110,086.88	\$110,086.88	\$0.00
Personnel Benefits	\$10,823.70	\$10,823.70	\$0.00
Personnel Overtime	\$0.00	\$0.00	\$0.00
Personnel Overtime Benefits	\$0.00	\$0.00	\$0.00
PRN Time	\$0.00	\$0.00	\$0.00
PRN Benefits	\$0.00	\$0.00	\$0.00
Volunteer Match	\$0.00	\$0.00	\$0.00
Travel/Training	\$14,807.64	\$24,333.96	\$9,526.32
Equipment	\$10,223.81	\$35,213.86	\$24,990.05
Supplies/Operations	\$1,244.00	\$3,094.00	\$1,850.00
Contractual	\$0.00	\$0.00	\$0.00
Renovation/Construction	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$147,186.03</b>	<b>\$183,552.40</b>	<b>\$36,366.37</b>

**Federal/State and Local Match Share**

COMPLETE THIS SECTION IF YOU SELECTED "BUDGET REVISION".

Row	Current Budget	Current Percent	Revised Amount	Revised Percent	Net Change
Total Federal/State Share	\$147,186.03	100.0%	\$183,552.40	100.0%	\$36,366.37
Total Local Match Share	\$36,806.45	25.01%	\$45,888.10	25.0%	\$9,081.65

**Confirmation**

Your typed name as the applicant authorized official, in lieu of signature, represents your legally binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. You must include your title, full legal name, and the current date.

Authorized Official Name:\* Daniel Atwill  
 Title:\* Presiding Commissioner  
 Date:\* 01/10/2017

**Save the Date:  
May 2 to 4, 2017**

Missouri Office of Prosecution Services

**11th Annual Conference  
on  
Family & Sexual Violence**

*See Page 3  
for agenda topics*

***Achieving the Balance***



*At the*  
**Ramada Oasis Conference Center**  
*Springfield, Missouri*

For additional information, please contact Catherine Vannier at [catherine.vannier@mops.mo.gov](mailto:catherine.vannier@mops.mo.gov) or (573) 644 2409

MISSOURI OFFICE OF PROSECUTION SERVICES  
11th ANNUAL FAMILY & SEXUAL VIOLENCE CONFERENCE

## Achieving the Balance

Ramada Oasis  
Springfield, Missouri  
May 2 to May 4, 2017

We encourage prosecutors, law enforcement, advocates & allied professionals to take this opportunity to learn from national & local experts. These classes will enhance investigation, prosecution & advocacy skills in *all criminal cases*, particularly crimes against persons, with an emphasis on family & sexual violence. Experts agree that family & sexual violence cases provide excellent training opportunities for professionals to learn to *think outside the box* to the many obstacles to an effective criminal justice response.

**Please Join Us!**  
**We are looking forward to seeing you there!**

The Early Registration Rate will be \$125. Registration will include lunch on Tuesday and Wednesday, dinner on Tuesday evening. If you are staying at the hotel, breakfast is included with your room. Early Registration ends April 15, 2017. Registrations received after April 15th will be \$150/person.

**Please register by cutting and pasting the link into your browser:**

<http://events.constantcontact.com/register/event?llr=q5eaeneab&oeidk=a07edjgw8bf325dad0b>

**The Ramada Oasis will have a block of rooms available for our conference attendees at a rate of \$89/night. Please call the hotel and mention the conference in order to receive the discounted rate. The rate is available until April 1, 2017. The phone number is 1-888-532-4338.**

Questions? Concerns? Comments?

Contact Catherine Vannier at [catherine.vannier@prosecutors.mo.gov](mailto:catherine.vannier@prosecutors.mo.gov) or (573) 644-2409.

Please share with your Prosecutors, Law Enforcement, Investigative & Legal Support Staff, Victim Advocates, Children's Division Personnel, Juvenile Office Personnel, Children's Advocacy Center Staff, Health Professionals, Probation Officers & other Allied Professionals.

This training is available to: Prosecutors, Law Enforcement, Victim Advocates, Children's Division, Probation & Parole, Health Professionals, Juvenile Office Personnel and Children's Advocacy Center Staff. Other Similar Allied Professionals must obtain prior approval for attendance from Conference Organizers. To receive approval, please email Catherine Vannier, [Catherine.vannier@mops.mo.gov](mailto:Catherine.vannier@mops.mo.gov). In the email subject line, please indicate "Conference Approval - MOPS 10h Annual FSV Conference."

\***PLEASE NOTE:** The Missouri Office of Prosecution Services is unable to issue refunds after payment has been received. If for some reason you are unable to attend after registering and making payment, the Missouri Office of Prosecution Services will work with you to transfer your registration to another individual; however, payment cannot be refunded. No exceptions.

\***PLEASE NOTE:** Registrants will be eligible to receive the early registration individual and team discounts **ONLY IF** payment is received on or before April 15, 2017. If a registrant registers early and fails to make the payment on or before April 15, 2017, the registrant will be charged the Late Registration fee of \$150.00/person. No exceptions.

**TENTATIVE PRESENTATION TOPICS INCLUDE:**

Investigating Victim Recantation

Repeat Victims & Offenders

Managing the Stress of Traumatic Cases

Protected Spaces, Community Support & the Pending Case

The Hunter & The Hunted

School Interviews & Investigations

Prosecution Best Practices: Updates from the SVSC

The Neverending Case: A Victims' Perspective

Making the Most of Your Multi-Disciplinary Team\*

Prosecutor & Law Enforcement Involvement  
in the Order of Protection Process

Expert Witnesses: How to Be One & Use One

New MSHP Laboratory DNA Submittal Policies  
& Updates to Sexual Assault Kits

The Parole Process, What We All Need to Know

*And More!*

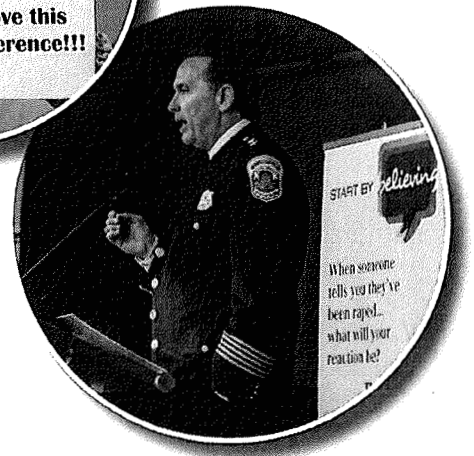
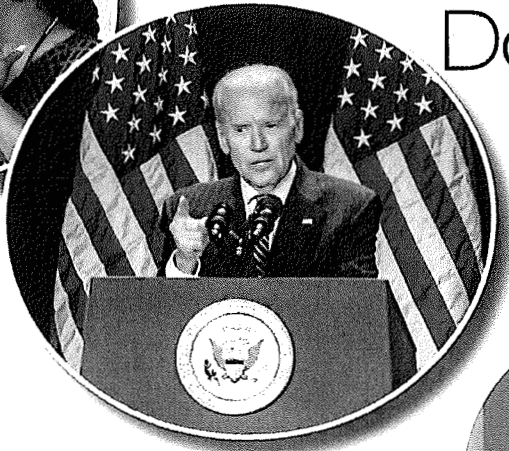
*All presentations will be certified for POST, CLE and 210 (subject to approval by CD Training Coordinators), with approximately 20 total credit hours available. Training objectives will be available upon request for CNE submission to the State Board of Nursing.*



*\*Funding provided in part by the Missouri Children's Justice Act Task Force*



# International Conference on Sexual Assault, Domestic Violence, and Systems Change

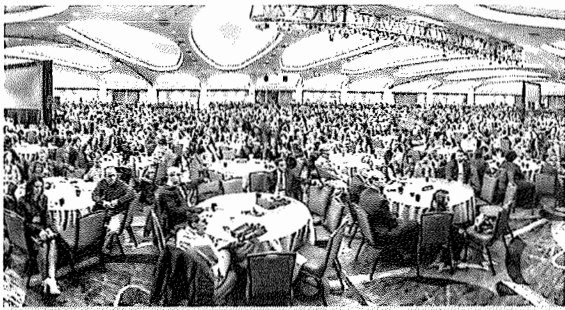


April 18-20, 2017  
Hilton Orlando  
Orlando, FL

Join fellow law enforcement personnel, prosecutors, victim advocates, judges, parole and probation officers, medical personnel, faith community members, educators and others in this three-day conference highlighting promising practices and emerging issues in sexual assault, domestic violence, and other forms of gender-based violence.

Register online at [www.evawintl.org](http://www.evawintl.org)





## Agenda at a Glance:

### Tuesday – April 18, 2017

- 8:00-8:30 Welcome - Dave Cohen**  
**8:30-9:15 Award Presentations**  
**9:15-10:15 Plenary I - An Unbelievable Story of Rape: An Examination of the Media's Role in Public Discussion of Sexual Assault**  
**10:15-10:45 Break**  
**10:45-12:00 Plenary II - Court Strategies for Identifying and Responding to Human Trafficking Victims**  
**12:00-1:00 Lunch - Provided**  
**1:00-2:30 8 Concurrent Breakouts**  
**2:30-3:00 Break**  
**3:00-4:30 8 Concurrent Breakouts**  
**4:45-6:00 Evening Sessions**

### Wednesday – April 19, 2017

- 8:00-8:30 Opening Remarks**  
**8:30-10:00 Plenary I - Using Automated Crisis Aids to Reduce Barriers that Delay or Prevent Victims from Getting Help**  
**10:00-10:30 Break**  
**10:30-12:00 Plenary II - Not Just Pictures**  
**12:00-1:00 Lunch - Provided**  
**1:00-2:30 8 Concurrent Breakouts**  
**2:30-3:00 Break**  
**3:00-4:30 8 Concurrent Breakouts**  
**4:45-6:00 Evening Session**

### Thursday – April 20, 2017

- 8:15-9:45 8 Concurrent Breakouts**  
**9:45-10:15 Break**  
**10:15-11:45 8 Concurrent Breakouts**  
**11:45-12:45 Lunch - Provided**  
**12:45-1:00 Announcements**  
**1:00-2:15 Plenary I - Rising Above the Scars**  
**2:15-2:45 Break**  
**2:45-4:00 Plenary II - Forensic Experiential Trauma Interviews - A Trauma Informed Experience**  
**4:00-4:30 Closing Remarks - Chief Jerald Monahan**

## Highlights

Just some of the sessions you can look forward to attending include:

- *What YOU Need to Know! DNA Findings After Sexual Assault*
- *Victim Arousal During Sexual Assault: Considerations for Investigators, Prosecutors, Sexual Assault Forensic Examiners and Advocates*
- *Addressing the Unique Needs of Immigrant and Refugee Survivors: Strategies to Support a Multidisciplinary Response to an Emerging Public Health Issue*
- *Sexual Assault of Elders: What Evidence is Missed by You or Your Team?*
- *Challenging Victims: The Delicate Dynamics of Drug & Alcohol Facilitated Sexual Assault*
- *The Missing Piece of the Puzzle: The Judge's Role in a Sexual Assault Case*
- *Who gets the Photos? Utilizing Photographic Evidence and Protecting Victim's Privacy*
- *LGBTQ\* Domestic Violence: Building Capacity*
- *Police Body Worn Cameras*
- *Safe Harbor Protocol: Developing a Response to Sex Trafficking in Rural, Tribal, and Border Communities*
- *Identifying and Preventing Gender Bias in the Law Enforcement Response to Sexual Assault and Domestic Violence*
- *Start by Believing: Can I Really Say I Start by Believing? What about Perceptions of Bias and Objectivity?*
- *The Critical Role of Domestic Violence Fatality Review*
- *A Global Service: Integrating Multinational Models to Serve Victims in the US and Abroad*
- *A Guide to the Effective and Successful Coexistence of Title IX Investigations and Criminal Prosecutions of Campus Sexual Assaults*

## Plenary Speakers

T. Christian Miller, Senior Reporter, ProPublica  
 Paul Herbert, JD, Judge, Franklin County Municipal Court  
 Vanessa Perkins, Legal Administrative Assistant, Coordinator, Franklin County Prosecutor's Office; Human Trafficking Survivor  
 Eric Geerdes, Operations Manager, InterVarsity  
 Anthony Formahls, President and CEO, Ten8Tech

Kimberly A. Lonsway, PhD, Director of Research, EVAWI  
 Sharon Cooper, Forensic Pediatrician, Developmental and Forensic Pediatrics, P.A.  
 Johnetta McSwain-Clay, PhD, International Empowerment Speaker, Author, Professor, Breaking the Cycle, Beating the Odds  
 Russell Strand, Consultant  
 Lori D. Heitman, Consultant

## Awardees

Visionary Award:

Dr. Marlene Young

Professional Impact Award:

Dr. Patricia M. Speck

Media Excellence Award:

T. Christian Miller

## Pre-Conference Track - April 17, 2017

This year we will offer an incredible opportunity for medical professionals, law enforcement, prosecutors and others to learn how to effectively respond to victims of strangulation. This optional, one-day training will take place the day before the main conference starts.

Separate registration required - see [www.evawintl.org](http://www.evawintl.org) for details



## Hotel & Travel Information

### Hilton Orlando

6001 Destination Parkway, Orlando, FL

Phone: 1-407-313-4300

Reservations: 1-800-HILTONS

[www.thehiltonorlando.com](http://www.thehiltonorlando.com)

# Registration

**Register and pay by December 30, 2016  
and save \$100 off the full conference fee!**

**\$495** – Payment received by **December 30, 2016**

**\$545** – Payment received by **March 17, 2017**

**\$595** – Payment received after **March 17, 2017**

Only registrations received WITH PAYMENT by the cutoff date qualify for an early bird discount. You may use a purchase order to register, but full payment must be received by the applicable cutoff date to qualify for the discount. Submit your paperwork early so you can take advantage of this offer! If your agency will not pay until after you have attended or until after the cutoff date, you will not qualify for a discounted rate.

## Conference Room Rates:

- 2017 government per diem rate plus taxes and fees per room/ per night. A deposit equal to one night's stay is required
- To obtain our conference room rate, reservations must be made by March 24, 2017, using the special 3-digit **Group Code "EVW"**
- Visit our conference details web page for a link to the hotel reservations group page

## Transit Information:

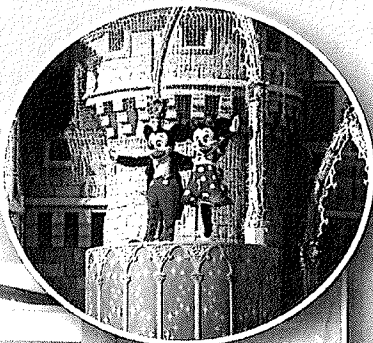
The Orlando International Airport is located 14 miles from the Hilton Orlando. Below are typical rates:

Super Shuttle	\$18.00 USD
Taxi	\$40.00 USD

NOTE: Fares quoted are approximate, subject to change and based on one-way transportation.

## Parking:

\$18 (Garage)\*\* 50%  
discount on self-  
parking rate for  
conference attendees  
\$25 (Valet)



## CONFERENCE FEES INCLUDE:

- 3 full days of training with leading national experts
- 3 light continental breakfasts and coffee breaks
- 3 lunches
- Electronic course materials

**GROUP DISCOUNT** available for teams of 5 or more; the 5<sup>th</sup> registration is free.

**CANCELLATION AND REFUND REQUESTS** must be made in writing and e-mailed to [Jessica@evawintl.org](mailto:Jessica@evawintl.org), or faxed to 774-404-7108.

- **If you have not cancelled your registration prior to midnight on March 17, 2017, you will owe the entire registration fee, whether or not you attend the conference.**
- If your registration is cancelled by midnight (PST) on March 17th, we will refund your registration fee **less a \$100 administrative fee.**
- To help avoid the loss of an individual's registration fee or to avoid the \$100 cancellation fee, you may carry your registration forward for one year, or you may substitute another person in your place at no charge.

**CONTINUING EDUCATION** is available for nurses and social workers for a \$25 fee. The conference is typically approved for Department of Defense Sexual Assault Response Coordinators (SARCs) and Sexual Assault Prevention and Response Victim Advocates (SAPRVAs) to receive CEUs. Civilian Advocates are also generally approved to receive conference CEUs through the National Advocate Credentialing Program (NACP). Please see our website for more information about continuing education.

*NOTE: This is a professional conference dealing with sensitive and sometimes difficult subject matter that may not be appropriate for untrained individuals. We are mindful that some individuals may have a difficult time with the subject matter, including those with a history of victimization. This is especially true because the content of workshop discussions cannot always be anticipated in advance. Please keep this concern in mind as you consider participating in this conference.*

**Register online at [www.evawintl.org](http://www.evawintl.org)**

# EVAWI a professional training organization



## VISION STATEMENT

We envision a world where gender-based violence is unacceptable, where perpetrators are held accountable, and victims receive the compassion, support, and justice they deserve.

## MISSION STATEMENT

We inspire and educate those who respond to gender-based violence, equipping them with the knowledge and tools they need to support victims and hold perpetrators accountable. We promote victim-centered, multi-disciplinary collaboration, which strengthens the response of the criminal justice system, other professionals, allies, and the general public -- making communities safer.

## Quotes from Conference Attendees

*You are amazing!... I go to conferences all the time, and yours is the best run I have ever attended.*

- Counselor

*You told me that it would be a great opportunity to network with others who are respected for their work nationally, and you told me it would be re-energizing. You were right!*

- Law Enforcement

*It was a fabulous experience. I especially enjoyed the choice of presenters, the applicable topics, and the wonderful feeling of a united front to battle domestic and sexual violence. It was quite empowering!*

- Forensic Examiner

*This was my first EVAWI conference and I will never miss another. I learned; I was inspired; and I brought valuable information home to my students and clients.*

- Social Worker

*EVAWINTL is the most organized conference / training - always - and I have been to many others... EVAWINTL offers the most up to date and focused conferences.. I seriously believe that EVAWINTL is the best.*

- Victim Advocate

*The conference made me see that while I was doing a good job, I needed to do a better job! I am grateful!*

- Law Enforcement

*I attended the conference with our sexual assault advocate group and law enforcement. Together we saw ways we could improve our response to victims of sexual assault.*

- Prosecutor

*I really appreciate EVAWI's commitment to bringing together different types of professionals, because I think that the diversity at these conferences strengthens the anti-violence movement by reminding us that we are ALL working together to make our world a better place. I think that the two EVAWI conferences I have attended have been the most professionally and personally transformative events I have attended, in all the years I've been working on VAW issues.*

- Victim Advocate

## Board of Directors and Staff

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President  
Independent Consultant  
Los Angeles, CA

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Vice President  
Chief of Police  
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### Information Specialists:

**Stacy Swim**  
**Michelle Thomas**  
**Kathryn Brown**  
**Jacque Bassett**

START BY *believing*

[startbybelieving.org](http://startbybelieving.org)

Telephone: (509) 684-9800 • Fax: (509) 684-9801

Register online at [www.evawintl.org](http://www.evawintl.org)



**World Wide Technology, Inc.**

Sales Quotation	Submitted By	Submitted To
<b>Quote Number:</b> 4328880.1 <b>Customer:</b> Boone County, MO <b>Quote Date:</b> 01/03/2017 <b>Contract:</b> SOM - PVC - ST C211034001 Exp. Date: 03/31/2017	Herbert, Brian L <b>P:</b> (314) 212-1712 Brian.Herbert@wwt.com	Connie Shepp <b>P:</b> (573) 886-4316 cshepp@boonecountymmo.org

Line	Mfr Part # Mfr Name	Lead Time	Qty	Cust Price	Ext Price
1	PA03670-B055 FUJITSU COMMUNICATIONS	Call	1	\$879.93	\$879.93
Description: Fujitsu Fi-7160 Sheetfed Scanner - 600 dpi Optical /120IPM USB 3.0 300DPI 80PG ADF					

Totals	
<b>Product Total</b>	\$879.93
<b>Maintenance Total</b>	\$0.00
<b>Customer Total</b>	\$879.93
<b>Estimated Shipping</b>	\$0.00
<b>Estimated Tax</b>	\$0.00
<b>Total Price:</b>	<b>\$879.93</b>

This quote is WWT Confidential Information.  
Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.  
Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.  
Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.  
Products may only be returned in accordance with the original manufacturer's RMA policy.  
Items returned after 30 days of receipt may not be returnable due to vendor restrictions.  
All delivery dates are approximate and not guaranteed.  
Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract.  
Title and risk of loss will transfer to Buyer at WWT's shipping point.  
Payment terms are net 30, unless otherwise agreed to by both parties in writing.  
All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc>; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.  
Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



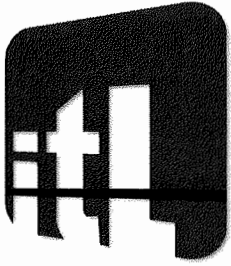
Karpel Solutions  
 9717 Landmark Parkway Drive  
 Suite 200  
 St. Louis, MO 63127  
 (314) 892-6300

<b>Bill To:</b>
Boone County Prosecutor's Office-MO Attn: Bonnie Adkins 705 E. Walnut St. Columbia, MO 65201 United States

<b>Date</b>	<b>Invoice</b>
01/05/2017	33019

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Due Upon Receipt	01/05/2017	Quote	PBK User License

<b>Products &amp; Other Charges</b>	<b>Quantity</b>	<b>Price</b>	<b>Amount</b>
<b>Billable Products &amp; Other Charges</b>			
PBK Licenses- 1 User	1.00	\$1,850.00	\$1,850.00
Miscellaneous Invoice			
<b>Total Products &amp; Other Charges:</b>			<b>\$1,850.00</b>
Make checks payable to: NEW ADDRESS  Karpel Solutions 9717 Landmark Parkway Dr. Suite 200 St. Louis, MO 63127		<b>Invoice Subtotal:</b>	\$1,850.00
		<b>Sales Tax:</b>	\$0.00
		<b>Invoice Total:</b>	<b>\$1,850.00</b>



inside the LINES  
 100 E TEXAS AVE  
 COLUMBIA, MO 65202  
 PH: 573.234.0778  
 FX: 573.234.0777

**PROPOSAL**  
**16679**

DATE 01/09/17  
 PROJECT#: 107-4

PROPOSE TO:

INSTALLATION ADDRESS:

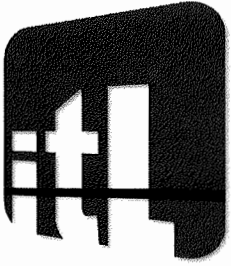
Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS
		Lynn Carrington	Lynn Carrington	NET 15

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
1	1	N95NNL	National Office Furniture SWIFT,CORNER TABLE,90 DEGREE,LAMINATE CUTOUT ONLY-G17C NO SIDE GROMMET STANDARD GROUP 1 MOCHA POLISHED ALUMINUM List Price: 1503.00 Discount Off List: 55.00 %	676.35	676.35
2	3	N95MBX	National Office Furniture SWIFT,TWO SEAT,ARMLESS,CONTRASTING MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY GRADE 7 PROMESSA WOODPECKER GRADE 7 PROMESSA WOODPECKER MOCHA POLISHED ALUMINUM List Price: 3312.00 Discount Off List: 55.00 %	1,490.40	4,471.20
3	1	N95MCX	National Office Furniture SWIFT,THREE SEAT,ARMLESS,CONTRASTING MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY GRADE 7 PROMESSA WOODPECKER GRADE 7 PROMESSA WOODPECKER MOCHA POLISHED ALUMINUM List Price: 4334.00 Discount Off List: 55.00 %	1,950.30	1,950.30



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 COLUMBIA, MO 65202  
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**PROPOSAL  
 16679**

DATE 01/09/17  
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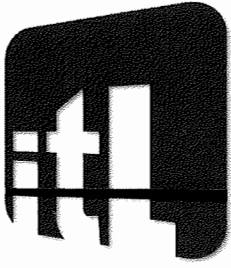
PROPOSE TO:

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor  
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 705 East Walnut  
 Columbia, MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Lynn Carrington	Lynn Carrington	NET 15	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
4	1	KI74/JR3 9	Krueger International, Inc. Impress Ultra Task,Ped Base,Mesh Mid Bk,Adj Arms,Uph St Sliding seat Black Compliance to TB 117-2013 Fabric Grade 1 Skyline Black Carpet casters Standard height (17 3/4A,A_-22 1/4") No memory foam List Price: 887.00 Discount Off List: 42.00 %	514.46	514.46
5	1	KOMG.23. M	Krueger International, Inc. Corner Keyboard Tray With Mouse Tray List Price: 425.39 Discount Off List: 42.00 %	246.73	246.73
6	1	CFS06.SL	Krueger International, Inc. Flat Screen System,12" Post,Dual Screen,Two Height-Adjustable Doub List Price: 536.63 Discount Off List: 42.00 %	311.25	311.25
7	1	S7P/1524 WBBF	Krueger International, Inc. 700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth Classic (inset pull) Sand Key alike Key Alike Lock #101 List Price: 806.49 Discount Off List: 42.00 %	467.76	467.76



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**PROPOSAL**  
**16679**

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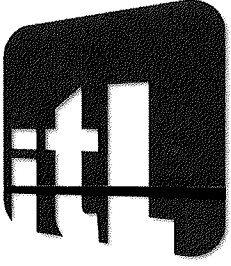
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 Columbia, MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Lynn Carrington	Lynn Carrington	NET 15	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
8	1	S7P/1524 WFF	Krueger International, Inc. 700 Series Files Supporting Ped-File/File-24" Nominal Depth Classic (inset pull) Sand Key alike Key Alike Lock #101 List Price: 737.48 Discount Off List: 42.00 %	427.74	427.74
9	1	7D/CU243 6-74P-P	Krueger International, Inc. 700 Series Desk,Corner,Partial Modesty Panel,74P Edge,24x36"W Grommets - center Sand KI Laminates DESERT ZEPHYR 4841-60 Sand edge/grommet List Price: 1093.86 Discount Off List: 42.00 %	634.44	634.44
10	1	7D/R2436 -74P-P	Krueger International, Inc. 700 Series Desk,Return,Partial Modesty Panel,74P Edge,24x36"W No grommets Sand KI Laminates DESERT ZEPHYR 4841-60 Sand edge/grommet List Price: 792.07 Discount Off List: 42.00 %	459.40	459.40
11	1	7D/R2448 -74P-P	Krueger International, Inc. 700 Series Desk,Return,Partial Modesty Panel,74P Edge,24x48"W No grommets Sand KI Laminates DESERT ZEPHYR 4841-60 Sand edge/grommet CONTINUED...	490.47	490.47





inside the LINES  
 100 E TEXAS AVE  
 COLUMBIA, MO 65202  
 PH: 573.234.0778  
 FX: 573.234.0777

**PROPOSAL  
 16679**

DATE 01/09/17  
 PROJECT#: 107-4

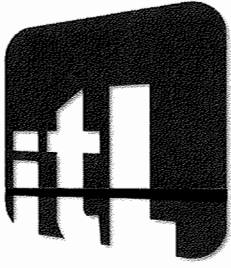
PROPOSE TO:

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Lynn Carrington	Lynn Carrington	NET 15	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
			List Price: 845.63 Discount Off List: 42.00 %		
12	1	E2460/A	Krueger International, Inc. Intellect Activity Table,Rectangular,Black Frame,24x60" Black Black edge Cocobala List Price: 251.00 Discount Off List: 42.00 %	145.58	145.58
13	2	N95NNL	National Office Furniture SWIFT,CORNER TABLE,90 DEGREE,LAMINATE CUTOUT ONLY-G17C NO SIDE GROMMET STANDARD GROUP 1 MOCHA POLISHED ALUMINUM List Price: 1503.00 Discount Off List: 55.00 %	676.35	1,352.70
14	6	96NAL	Krueger International, Inc. Versa Standard Four-Leg Armless,Uph,Nonganging Chrome Plastic glides Compliance to TB 117-2013 Group 2V Vinyl (Chair stacking is not recommended 2V PATRIOT PLUS SEA Round (original style) List Price: 484.10 Discount Off List: 42.00 %	280.78	1,684.68



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**PROPOSAL**  
**16679**

DATE 01/09/17  
 PROJECT#: 107-4

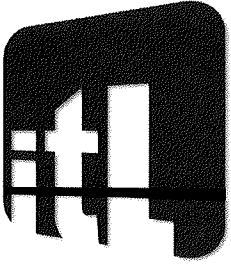
PROPOSE TO:

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

INSTALLATION ADDRESS:

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Lynn Carrington	Lynn Carrington	NET 15	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
15	1	RBCD1824 72	TEKNION Storage Cabinet, 18"d x 24"w x 72"h Source Laminate Earth Earth Earth Elliptical Foundation Colors Slate (Matte) Key Random List Price: 1190.00 Discount Off List: 62.00 %	452.20	452.20
16	1	N95MBX	National Office Furniture SWIFT,TWO SEAT,ARMLESS,CONTRASTING MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY GRADE 7 PROMESSA WOODPECKER GRADE 7 PROMESSA WOODPECKER MOCHA POLISHED ALUMINUM List Price: 3312.00 Discount Off List: 55.00 %	1,490.40	1,490.40
17	2	N95MCX	National Office Furniture SWIFT,THREE SEAT,ARMLESS,CONTRASTING MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY MOMENTUM GRADE E SYNERGY BARLEY GRADE 7 PROMESSA WOODPECKER GRADE 7 PROMESSA WOODPECKER MOCHA POLISHED ALUMINUM List Price: 4334.00 Discount Off List: 55.00 %	1,950.30	3,900.60



inside the LINES  
 100 E TEXAS AVE  
 COLUMBIA, MO 65202  
 PH: 573.234.0778  
 FX: 573.234.0777

**PROPOSAL  
 16679**

DATE 01/09/17  
 PROJECT#: 107-4

**PROPOSE TO:**

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

**INSTALLATION ADDRESS:**

Boone County Prosecutor  
 Attn: Bonnie Adkins  
 705 East Walnut  
 Columbia, MO 65201

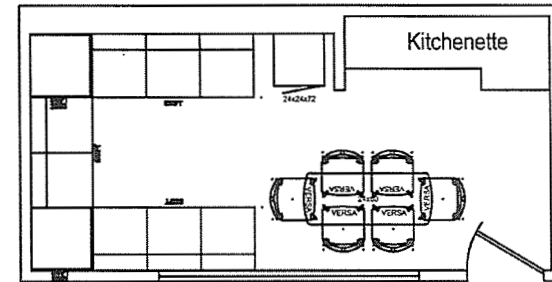
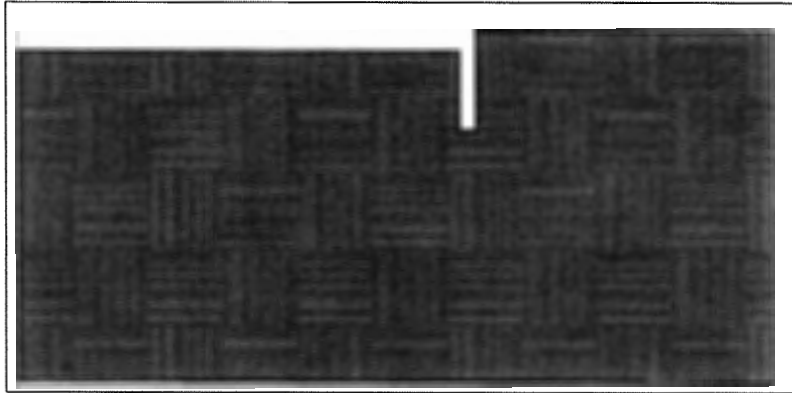
CONTACT	REPRESENTATIVE	DESIGNER	TERMS
	Lynn Carrington	Lynn Carrington	NET 15

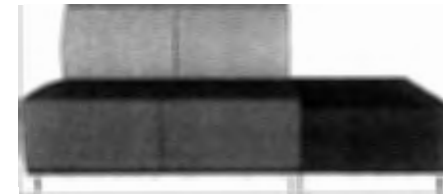
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
18	1		ITL - INSTALL SERVICES itL Installation Pricing based off contract 101012-KII, 20 Man hours at \$40/HR	800.00	800.00
19	1		ITL - INSTALL SERVICES Space Planning & Design pricing based on 101012-KII 4 hours at \$75 and 1 hour of meetings at \$50	350.00	350.00

**Pricing valid for 30 days.**  
**A 50% deposit of all project costs is due upon order approval.**  
**The remaining balance will be due 15 (fifteen) days after scheduled install date.**  
**All credit card purchases will have a 3% fee added.**  
**Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.**  
**Lead times are approximate and refer to shipping dates.**  
**inside the LINES is not liable for any delays during shipping.**

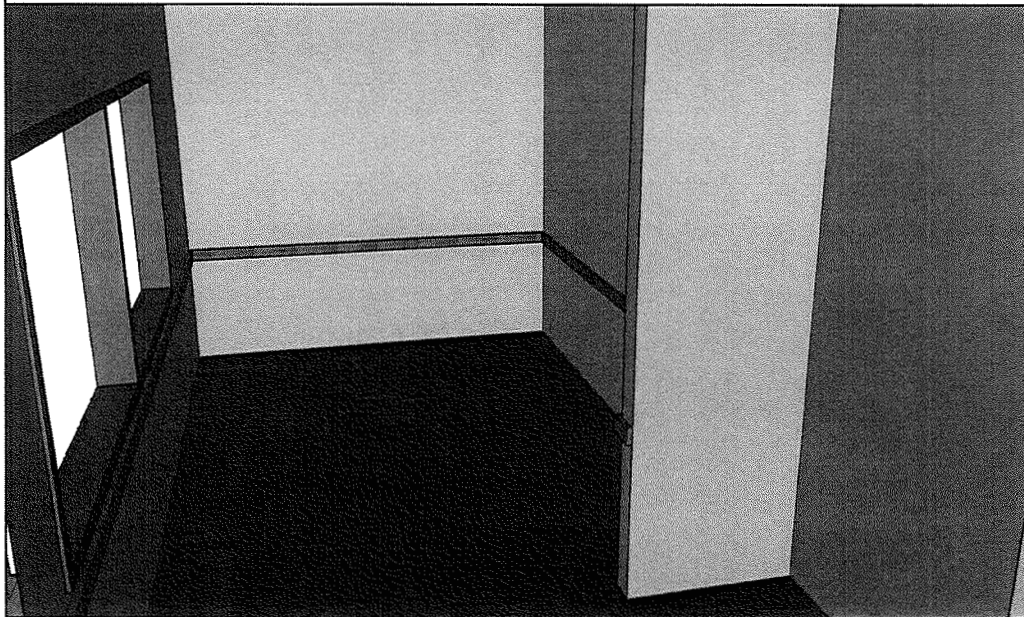
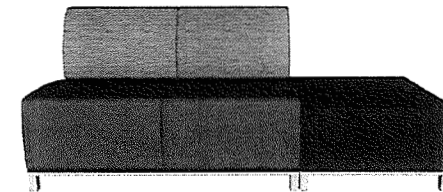
DEPOSIT REQUIRED	10,413.00	PRODUCT	19,676.26
Approval Date: _____		DESIGN	350.00
Approved By: _____		INS/DEL	800.00
Install Date: _____		TOTAL	20,826.26
Completion Date: _____			



Option 1:  
Synergy-Barley



Option 2:  
Synergy-Bedrock



Project: 20161220\_BC\_Prosecutor\_AddtlFurniture & Design for the County Prosecutor's office 20161214\_bc\_prosecutor\_addtl furni

Scale: 1/4"=1'-0"

Designer: BP

Account Manager: LC

12/30/2016

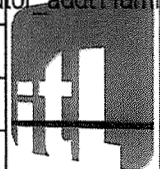
Client Signoff:

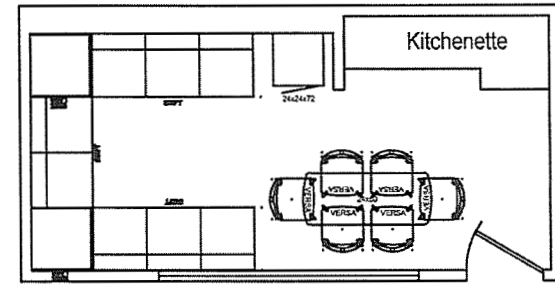
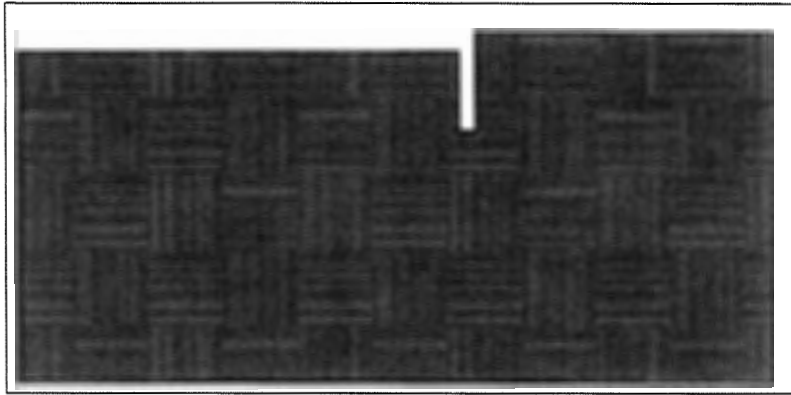
Design Layout- Property of inside the  
LINES used with permission only

100 East Texas Ave, Columbia, MO 65202

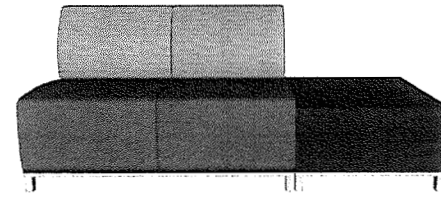
P: 573-234-0778

F: 537-234-0777

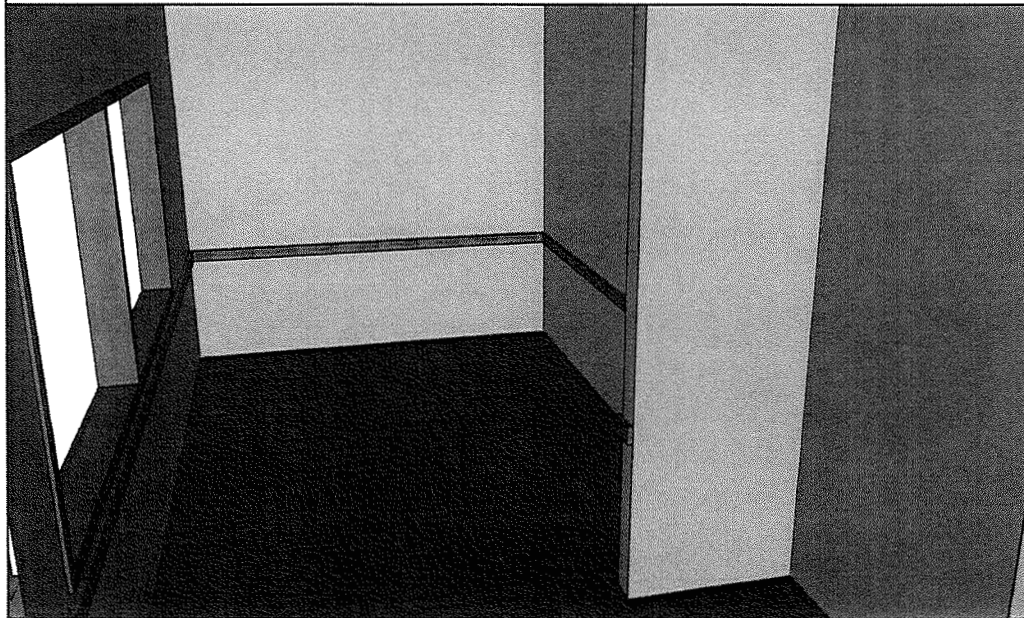
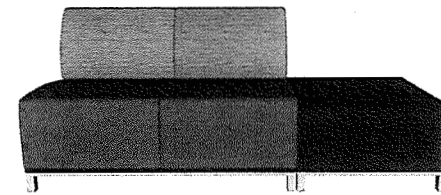




Option 1:  
Synergy-Barley



Option 2:  
Synergy-Bedrock



Project: 20161220\_BC\_Prosecutor\_AddtlFurniture & Design for County Prosecutor's office 20161214\_bc\_prosecutor\_addtl furnit

Scale: 1/4"=1'-0"

Designer: BP

Account Manager: LC

12/30/2016

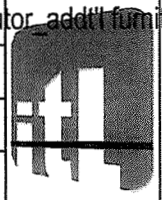
Client Signoff:

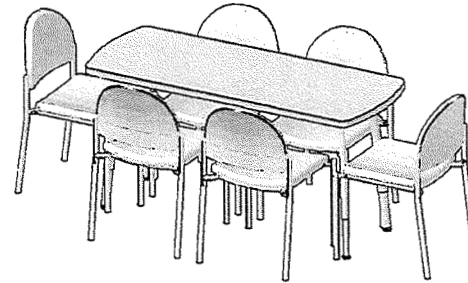
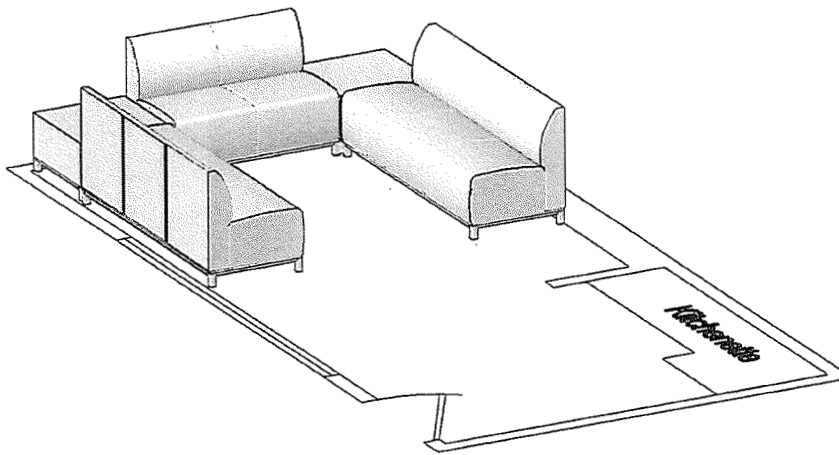
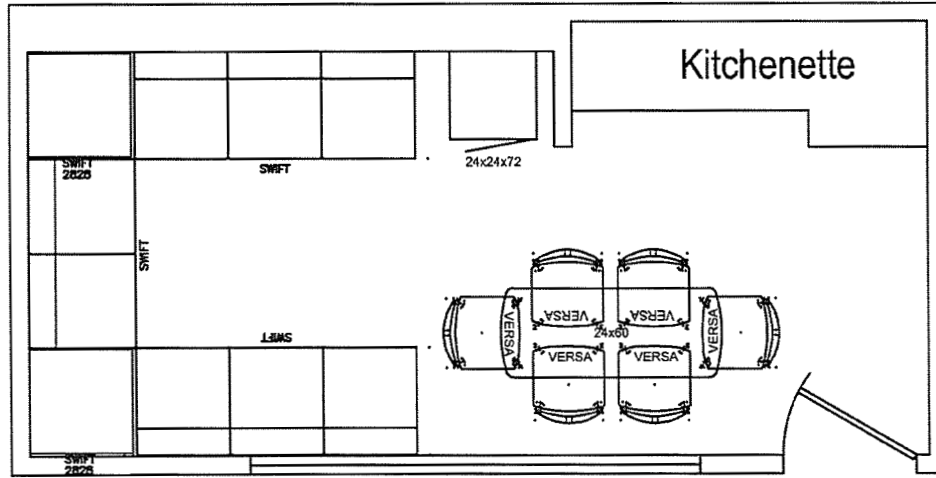
Design Layout- Property of inside the  
LINES used with permission only

100 East Texas Ave, Columbia, MO 65202

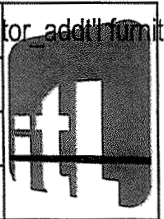
P: 573-234-0778

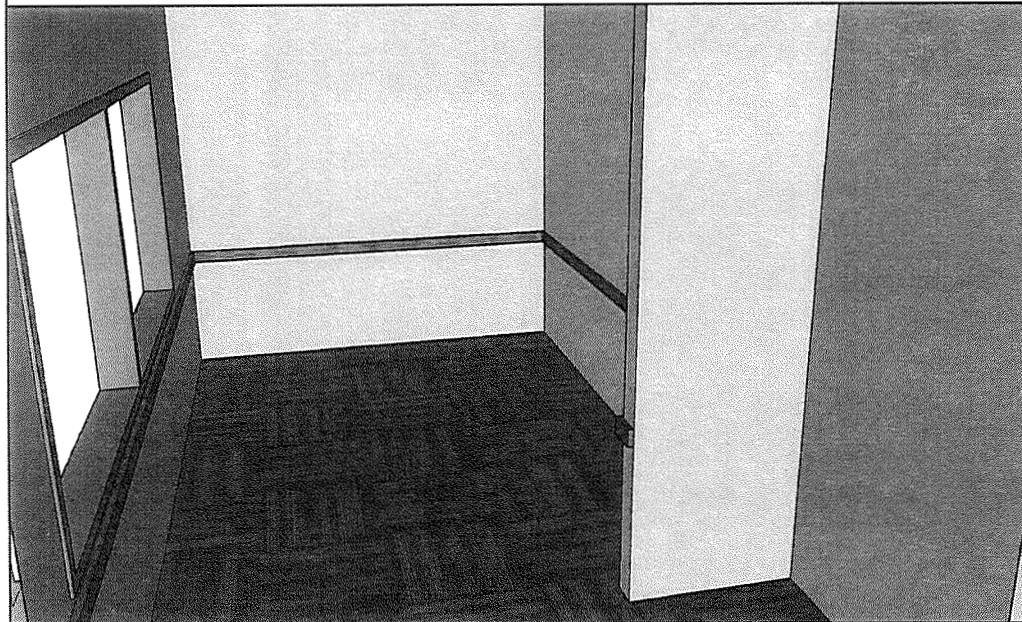
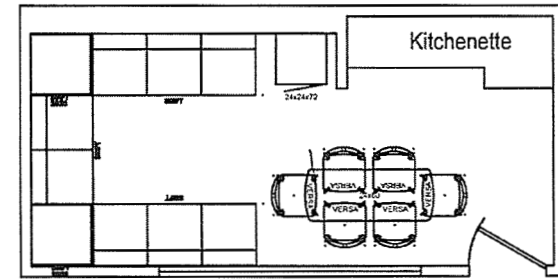
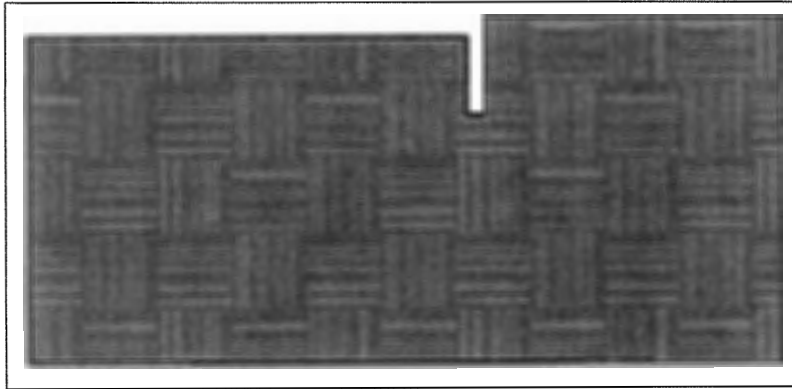
F: 537-234-0777



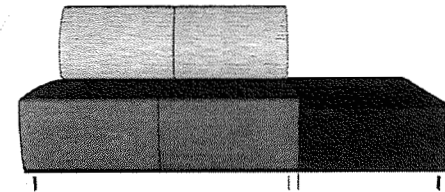


Project: 20161220_BC_Prosecutor_AddtlFurniture&Designs for the county prosecutor's office 20161214_bc_prosecutor_addtl furnit			
Scale: 1/4"=1'-0"		Designer: BP	Account Manager: LC
12/21/2016	Client Signoff:		Design Layout- Property of inside the LINES used with permission only
100 East Texas Ave, Columbia, MO 65202		P: 573-234-0778	F: 537-234-0777

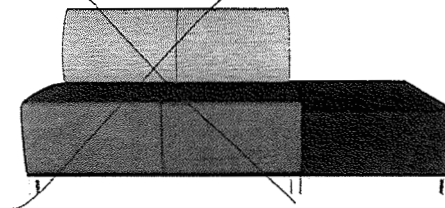




Option 1:  
Synergy-Barley



Option 2:  
Synergy-Bedrock



Project: 20161220\_BC\_Prosecutor\_Addtl Furniture & Design for County Prosecutor's office 20161214\_bc\_prosecutor\_addtl furnit

Scale: 1/4"=1'-0"

Designer: BP

Account Manager: LC

12/30/2016

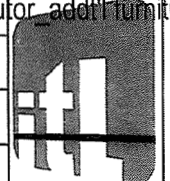
Client Signoff:

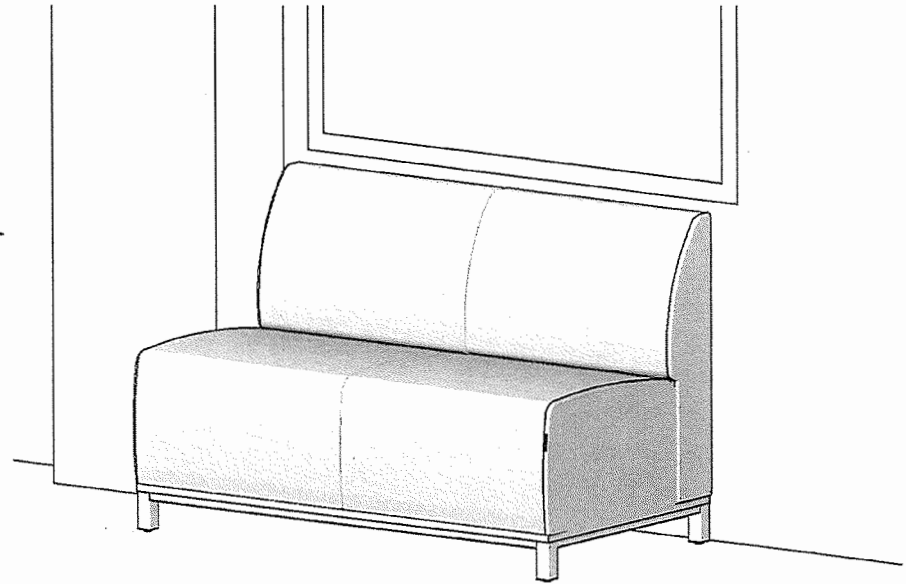
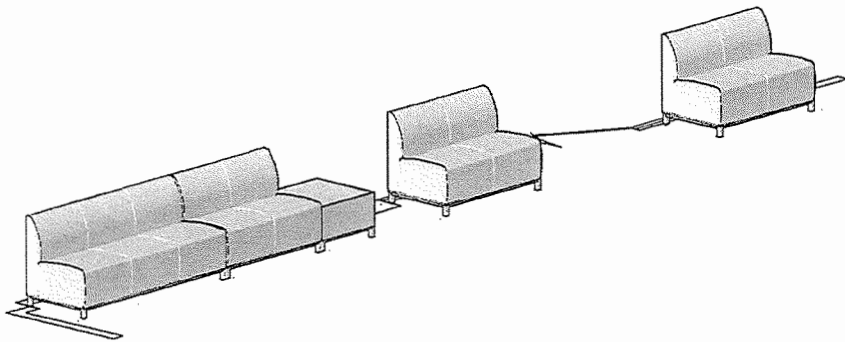
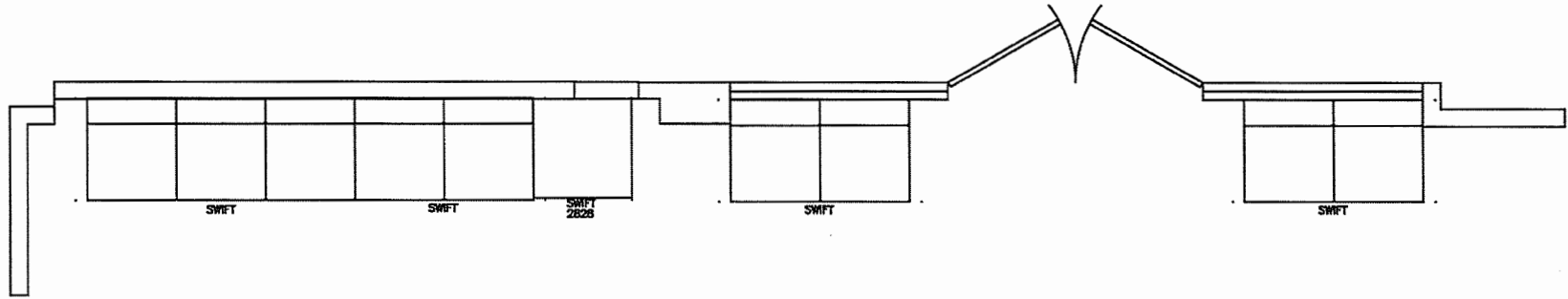
Design Layout- Property of inside the  
LINES used with permission only

100 East Texas Ave, Columbia, MO 65202

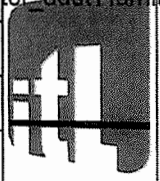
P: 573-234-0778

F: 537-234-0777





Project: 20161220_BC_Prosecutor_AddtlFurniture & Design - Kie Toky 16678		Design: Kie Toky 16678		20161214_bc_prosecutor_addtl furnitu	
Scale: 1/4"=1'-0"		Designer: BP		Account Manager: LC	
12/21/2016		Client Signoff:			Design Layout- Property of inside the LINES used with permission only
100 East Texas Ave, Columbia, MO 65202		P: 573-234-0778		F: 537-234-0777	













# Fax Bid Form

Submitted by: Ben Carey  
 Company: Carpet Mart  
 Address: 1206A Bowling St  
 Columbia MO 65201  
 Contact: Ben

Page# 1 OF1  
 Date: 01/09/17  
 Phone# (573) 645-1694  
 E-Mail  
[BenCarey@carpetmartcomo.com](mailto:BenCarey@carpetmartcomo.com)

**Project:** Boone County Prosecutors Office  
**Attention:** Lynn  
**Fax Number:**

**Addenda Received?**     #1     #2     #3     #4     Thru #     None

**Base Bid:**                      Per plans and specs?     Yes     No    If NO, Clarify below or on attachment.

Spec section	Description of work:	PRICE
--------------	----------------------	-------

Supply and install J&J Kintex Carpet tile  
 And rubber cove Base  
 Includes removal of Existing Carpet tile and Base Does Not  
 Include Moving Furniture.

Total bid    \$1,524.00

**Alternates:**

Number	Description of work:	Add:	Deduct:
--------	----------------------	------	---------

**Unit Prices:**

Number	Description of work	Add:	Deduct:
--------	---------------------	------	---------

Bonds included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Furnished and installed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sales tax included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Labor/Install only? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
AFL/CIO union labor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Materials delivered only? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Certified MBE/WBE? <input type="checkbox"/> MBE <input type="checkbox"/> WBE		Freight included of allowed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Visited job site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FLOOR-GRINDING-LEVELING <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

**Delivery/ Schedule Info, Exclusions/ Qualifications or other clarifications:**

EXCLUDES - FLOORGRINDING - DEMO - FLOOR LEVELING - HIGH MOISTURE REMEDIES IN FLOOR .  
 SEALING OR WAXING RESILENT FLOOR



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

January Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th day of January 20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the acceptance of the National Crime Victims' Rights Week Community Awareness Project grant award for the Prosecuting Attorney's Office and gives permission to that office to electronically sign for the grant award.

Done this 10th day of January, 2017.

ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

[Signature]  
Fred J. Parry  
Acting Presiding Commissioner

[Signature]  
Janet M. Thompson  
District II Commissioner



**DANIEL K. KNIGHT, Prosecutor**  
Office of the Boone County Prosecuting Attorney  
705 E. Walnut Street – Courthouse  
Columbia, Missouri 65201-4485  
573-886-4100  
FAX: 573-886-4148

DATE: January 10, 2017

TO: Commissioner Atwill  
Commissioner Parry  
Commissioner Thompson

FROM: Prosecuting Attorney's Office

RE: Grant Acceptance – 2017 National Crime Victims' Rights Week  
Community Awareness Project

We respectfully request your approval to accept \$4,950.00 in federal grant funds to host a 5K Race/Walk to be held on Sunday, April 2, 2017 in honor of crime victims. National Crime Victims' Rights week is April 2 – 8, 2017. These grant funds are administered by the National Association of VOCA Assistant Administrators (NAVAA) under a cooperative agreement with the Office for Victims of Crime (OVC). The intent of the 2017 National Crime Victims' Rights Week Community Awareness Project is to enhance the public's awareness of the rights and services for victims of all types of crimes. There are no matching fund requirements for this grant.

We respectfully request your approval to electronically sign this contract.

Thank you.



**National Crime Victims' Rights Week  
Community Awareness Project  
Subgrant Award Agreement**

Subgrantee	Boone County Prosecuting Attorney, Columbia MO			Subgrant Award No.	17-035
				Subgrant Award Amount	\$4,950.00
Start Date	January 3, 2017	End Date	June 30, 2017	Indirect cost rate, if any	10.00%

This agreement between the National Association of VOCA Assistance Administrators (NAVAA) and the above-named Subgrantee for funding of a National Crime Victims' Rights Week Community Awareness Project ("the project") under the National Crime Victims' Rights Week Community Awareness Project grant program (NCVRW CAP) is subject to the terms and conditions below:

1. This agreement is subject to all of the terms and conditions, including the availability of funding, awarded to NAVAA on pursuant to Federal Award Identification Number (FAIN) 2015-VF-GX-K002 for the 2017 National Crime Victims' Rights Week Community Awareness Project awarded by the Office for Victims of Crime (OVC), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).
2. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 16.582.
3. The Subgrantee shall perform the services and activities described in the application submitted under the NCVRW CAP grant program which shall be considered incorporated into this agreement, unless and to the extent any changes, revisions or modifications are approved or required by NAVAA. The Subgrantee agrees to immediately notify NAVAA of any circumstances that may cause the Subgrantee to be unable or unwilling to complete its obligations under this agreement.
4. NAVAA shall reimburse the Subgrantee for the actual, reasonable and necessary costs incurred by the Subgrantee in connection with the project as contained in the Subgrantee's application, not to exceed the Subgrant Award Amount indicated above, unless and to the extent approved by NAVAA. All expenditures are subject to the requirements of the NCVRW CAP program and the regulations set forth in the current edition of OJP's Financial Guide (<http://ojp.gov/financialguide/DOJ/>), Part 200 Uniform Requirements (2 C.F.R. Part 200) as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 and such other Justice Department rules or guidelines as may be applicable.
5. The Subgrantee understands and agrees that funding under this project is on a reimbursable basis. Advance payments may be permitted only in unusual circumstances for actual, documented and obligated expenses.
6. The Subgrantee certifies that it is not suspended, excluded or debarred from receiving federal funding.
7. The Subgrantee shall not be eligible for any reimbursement unless it submits a complete, accurate, satisfactory and final After-Action Report/Reimbursement Request (AAR) to be received by NAVAA **no later than Friday, June 30, 2017**. The AAR shall be submitted on a form provided by NAVAA and shall, at a minimum, include:
  - a. The dates and narrative description of the project as implemented.
  - b. An explanation for any unimplemented planned activities.
  - c. A list of major project co-sponsors and collaborative organizations and a brief description of their respective contributions to the project.
  - d. An enumeration of the type of public awareness events and activities conducted, materials produced and distributed and media contacts made.
  - e. Itemization of all speakers and related costs funded by the project.
  - f. To the extent available, indicators of the reach or impact of the project (e.g. number of people attending an event) and any discernible results.
  - g. Detailed itemization of requested reimbursable expenditures, including copies of source documentation of line items costing \$300 or more.
  - h. Documentation of actual project implementation (e.g. copies of news stories, photographs, press releases, etc.).
  - i. Comments and feedback on the NCVRW CAP program and suggestions to improve the program.
  - j. Such other information as may reasonably be requested by NAVAA and/or OVC.
8. **Indirect costs.** By entering an indirect cost rate on its application, the subgrantee certifies either 1) its eligibility or election under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f) or 2) its current, unexpired federally approved indirect cost rate. Subgrantees electing to use the "de minimis" must comply with all associated requirements in the Part 200 Uniform Requirements. A subgrantee using a federally-approved indirect cost rate will, no later than **February 15, 2017**, submit a copy of its current, unexpired signed federally approved indirect cost agreement. The indirect cost rate, as indicated above, may be applied only to actual, final modified total direct costs (MTDC).
9. Program income must be approved in advance, reported separately on a form provided by NAVAA and used in accordance with the provision of Part 200 Uniform Requirements
10. The Subgrantee shall provide advance notice to NAVAA of the identity of any speaker who is to be paid, in whole or in part, for any fee, honoraria, travel expense or other cost from federal project funds. The identity of a speaker who is a crime victim and who wishes to remain anonymous may be identified without the use of the person's name.
11. The Subgrantee agrees to retain for a period of at least three years from the end of the project period or any subsequent audit, investigation or inquiry related to this project and to make available on request to NAVAA, its agents or authorized agents of the U.S. Government all records and financial statements, including adequate documentation of all expenditures and obligations made under this agreement.
12. To the extent permitted by law, the Subgrantee agrees to protect, indemnify, defend and hold harmless NAVAA, its officers, directors, employees and agents, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or in connection with the activities or events funded under this agreement except those claims arising out of the sole negligence or willful misconduct of the NAVAA.
13. The Subgrantee shall use the following or similar statement on appropriate products and materials produced and/or distributed under this subgrant:

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of

January

20

17

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

Now on this day the County Commission of the County of Boone does hereby authorize payment of Office of Emergency Management Active Shooter expenses for the month of November to Boone County Fire Protection District in the amount of \$6,015.59 as shown in the attached invoice #87.

Done this 10th day of January, 2017.

ATTEST:

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

Absent

Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



Boone County Fire Protection District  
 2201 Interstate 70 Drive NW  
 Columbia, MO 65202  
 573-447-5000

# Invoice

Date	Invoice #
12/6/2016	87

<b>Bill To</b>
Boone County Commission 801 E Walnut, Room 333 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Class	Project	Amount
1	November Expenses: Active Shooter Comm. approved funds	5,047.96	700 - Office of ...	86670 -	5,047.96
1	November Expenses: Active Shooter 11/21 Exercise funds	967.63	700 - Office of ...	23050 -	967.63

	<b>Total</b>	\$6,015.59
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$6,015.59

# November Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>
Bound Tree	Active Shooter - Comm approved funds	Triage tags	95.37
Bound Tree	Active Shooter - Comm approved funds	Triage tags	95.37
QuadMed	Active Shooter - Comm approved funds	Laerdal pocket mask	203.4
		Cat Rigid case, Tourniquets, combat gauze, trauma dressing, s-rolled gauze, airway kit, chest seal dressing, trauma shears, surgical tape	
Commerce Bank	Active Shooter - Comm approved funds	trainer bandage, chest seal dressing, trauma dressing, s-tolled guaze	3880.62
Commerce Bank	Active Shooter - Nov 21 Exercise	First Aid Kits	967.63
Caprice Electronics	Active Shooter - Comm approved funds	Tubular webbing	188.28
Commerce Bank	Active Shooter - Comm approved funds	Midway USA bags	285.04
Commerce Bank	Active Shooter - Comm approved funds		299.88
-----			6015.59

# November Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>
Bound Tree	Active Shooter - Comm approved funds	Triage tags	95.37
Bound Tree	Active Shooter - Comm approved funds	Triage tags	95.37
QuadMed	Active Shooter - Comm approved funds	Laerdal pocket mask	203.4
		Cat Rigid case, Tourniquets, combat gauze, trauma dressing, s-rolled gauze, airway kit, chest seal dressing, trauma shears, surgical tape	
Commerce Bank	Active Shooter - Comm approved funds	trainer bandage, chest seal dressing, trauma dressing, s-tolled guaze	3880.62
Commerce Bank	Active Shooter - Nov 21 Exercise		967.63
Caprice Electronics	Active Shooter - Comm approved funds	First Aid Kits	188.28
Commerce Bank	Active Shooter - Comm approved funds	Tubular webbing	285.04
Commerce Bank	Active Shooter - Comm approved funds	Midway USA bags	299.88
-----			6015.59

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
<b>1100-70 · CASH - OEM</b>							<b>-6,624.08</b>
Bill Pmt -Check	11/03/2016	93118	VBoundTree Medical	Inv #82310476		95.37	-6,719.45
Bill Pmt -Check	11/03/2016	93119	VQuadMed, Inc.	Inv #117174		203.40	-6,922.85
Bill Pmt -Check	11/09/2016	93162	VBoundTree Medical	Inv #82314756		95.37	-7,018.22
Bill Pmt -Check	11/18/2016	auto	VVisa Chuck Leake	Midway USA		299.88	-7,318.10
Bill Pmt -Check	11/18/2016	auto	VVisa Scott Olsen			4,848.25	-12,166.35
Payment	11/21/2016		CBoone County Commission		5,409.65		-6,756.70
Bill Pmt -Check	12/08/2016	auto	Vvisa Doug Westhoff	Gravitec		285.04	-7,041.74
Bill Pmt -Check	12/09/2016	93350	Caprice Electronics inc	Inv #249194		188.28	-7,230.02
<b>Total 1100-70 · CASH - OEM</b>					<b>5,409.65</b>	<b>6,015.59</b>	<b>-7,230.02</b>

# Expenses Spent for Active Shooter & Ebola

<i>Total Amended Budget</i>			<u>75865</u>
<u>Company</u>	<u>Project</u>	<u>Expense Notes</u>	<u>County</u>
Commere Bank - Midway USA	Active Shooter	Bags: 2015 Active Shooter Charge that just came through due to backorder (Bags for BLS LE Kits)	1967.81
Commerce Bank - Orschlen Farm & Home	EID	2016 EID - Knee Boots	169.91
Commerce Bank - Amazon	EID	DuPont Tychem Suit: 2015 EID charge that just came through due to backorder	297.97
Commerce Bank - Amazon	Active Shooter	Active Shooter Bags	842.74
Commerce Bank - Midway USA, Rothco, Amazon	Active Shooter	Active Shooter Bags for BLS & ALS Kits	1509.42
Commerce Bank - MDS Assoc, BASCO, & Amazon	EID	N95 Surgical Masks, Bleach Spray, Bleach Wipes, Storage Container & Lids & Tychem Suits	12291.72
Grainger	EID	Black Ribbon Cartridges for label machine, Orange Tape	592.52
North American Rescue	Active Shooter	Decompression Kit, Trauma Shears, Quik-BLK Litter, Combat Gauze, S-Rolled Gauze, Trauma Dressing, Nasopharyngeal Airway Kit, Chest Seal Dressing, G7Cat Rigid TQ Case, Combat Application Tourniquet	40918.39
Commerce Bank - Amazon, UPS, North American Rescue	Active Shooter	Vaccum Sealer, vaccum sealer bags, UPS to return incorrect triage tags, G7 CAT Rigid TQ cases, Combat Application Touriquets	1520.79
Commerce Bank	EID	Dupont Tychem Suits, Bleach Wipes, Bleach Cleaner Spray	4278.27
Bound Tree	Active Shooter	Triage Tags	572.22
Grainger	EID	Chemical Resistant Gloves	168
Uline	EID	Pallet covers & Biohazard Tape	335.73
Daniel Ploesser	Activer Shooter	labor	288.18
Commerce Bank - Amazon, Tractor Supply, Full Source, Orschlen's	EID	Knee Boots, Bolle Saftey Googles, Chemical Resistant Gloves	4905.92

Bound Tree	Active Shooter	Curaplex Triage Tags	190.74
QuadMed	Active Shooter	Laerdal Pocket Mask	<del>203.4</del>
Commerce Bank - Orscheln & Gravitect	EID	Knee Boots, Webbing	84.95
Caprice Eletronics	Active Shooter	First Aid Kits	388.37
Commerce Bank - Midway USA, North	Active shooter	Active Shooter Bags for Court Marshalls & Park	4180.5
American Rescue		Rangers, G& Cat Rigid TQ Case, Combat Application, Combat Gauze, Trauma Dressing, S-Rolled Gauze, Nasopharyngeal Airway Kit, Chest Seal Dressing, Trauma Shears, Surgical Tape	
-----			75707.55



Bound Tree	Active Shooter	Curaplex Triage Tags	190.74
QuadMed	Active Shooter	Laerdal Pocket Mask	203.4
Commerce Bank - Orscheln & Gravitect	EID	Knee Boots, Webbing	84.95
Caprice Eletronics	Active Shooter	First Aid Kits	388.37
Commerce Bank - Midway USA, North	Active shooter	Active Shooter Bags for Court Marshalls & Park	4180.5
American Rescue		Rangers, G& Cat Rigid TQ Case, Combat Application, Combat Gauze, Trauma Dressing, S-Rolled Gauze, Nasopharyngeal Airway Kit, Chest Seal Dressing, Trauma Shears, Surgical Tape	
-----			75707.55

# Expenses Spent for 11/21 Active Assailant Exercise

## *Total Amended Budget*

<u>Company</u>	<u>Expense Notes</u>	<u>County</u>
North American Rescue	Trainer bandages, Chest seal dressing, Emergency Trauma Dressing, S-rolled gauze	967.63

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17-2017

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

January Session of the January Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

10th

day of January

20 17

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 the Family Access Center of Excellence of Boone County for every Thursday from 10:00 a.m. to 5:00 p.m. through June 30, 2017 with the ability to schedule additional dates and times during this time frame, as available, to accommodate the needs and demands encountered.

Done this 10th day of January, 2017.

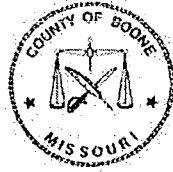
ATTEST:

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

Absent  
Daniel K. Atwill  
Presiding Commissioner

Fred J. Parry  
Fred J. Parry  
Acting Presiding Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner



# 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: FAMILY ACCESS CENTER OF EXCELLENCE OF BOONE COUNTY

Address: 105 E. ASH ST., STE. 100

City: COLUMBIA State: MO ZIP Code 65203

Phone: (573) 771-3223 Website: faceofboonecounty.org

Individual Requesting Use: ERIN REYNOLDS Position in Organization: DIRECTOR

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

Event: \_\_\_\_\_

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

Date(s) of Use: EVERY THURSDAY FROM 10A-5P WITH ADDITIONAL TIMES TO BE SCHEDULED AS NECESSARY

Start Time of Setup: \_\_\_\_\_ AM/PM Start Time of Event: \_\_\_\_\_ AM/PM

End Time of Event: \_\_\_\_\_ AM/PM End Time of Cleanup: \_\_\_\_\_ AM/PM

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: ERIN REYNOLDS / DIRECTOR

Phone Number: (573) 771-3223 Date of Application: 1-9-17

Email Address: ereynolds@faceofboonecounty.org

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@boonecountymo.org](mailto:commission@boonecountymo.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:

Wendy S. Nover  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 1-10-17