

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of August

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 attached Centralia Facility Usage Agreement between Boone County and the Curators of the University of Missouri on behalf of Family Access Center of Excellence of Boone County.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Centralia Facility Usage Agreement.

Done this 10th day of August, 2017.

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CENTRALIA FACILITY USAGE AGREEMENT

THIS AGREEMENT dated the 10th day of August 2017, is made between **The County of Boone**, 801 E. Walnut, Room #333, Columbia, Missouri 65201 (County) and The Curators of the University of Missouri on behalf of **Family Access Center of Excellence of Boone County**, 105 E. Ash St., Suite 100, Columbia, Missouri, 65203 (FACE).

WHEREAS, FACE wants to use county controlled property and improvements located at 1021 East Highway 22, Centralia, Missouri, 65240, (hereinafter referred to as “the Property”) for its Lend and Learn Library; and,

WHEREAS, County finds that such FACE use provides a valuable service to the public.

NOW, THEREFORE, IN CONSIDERATION of the parties’ performance of the obligations contained herein, the parties agree as follows:

1. **Term** – This agreement shall commence on the date of contract execution, and will run month to month thereafter, not to exceed 24 months.
2. **Consideration** – For the use of the premises FACE shall pay to County a fee of \$250.00 per month. FACE shall make the first such payment on August 1, 2017, and subsequent payments thereafter will be due on the 1st of each subsequent month that this agreement continues. FACE shall pay that fee to the County at the address for the County indicated above. There shall be no security deposit.
3. **Demised Premises** – FACE may use the portions of the property as shown on Exhibit A, attached hereto: the entry area, reception area, rest rooms, and offices.
4. **Usage of Demised Premises** – FACE shall have full use of the Demised Premises on Tuesdays and Thursdays from 10 am until 5:00 pm every week while FACE’s use continues. The Demised Premises may be used by other entities at times not designated for full use by FACE. County will retain complete access to the Property at all times.
5. **Condition of Property, Repairs, and Maintenance** -
 - a. As-is condition. FACE agrees to accept the property and buildings in “as is” condition. FACE acknowledges that County makes no warranties, express or implied, to any aspect of the Property’s fitness for any particular use. FACE shall neither alter the property in any way, nor paint any part of the property, nor attach any furniture or fixtures to the property, nor place any removable items on the walls without County’s prior written approval.
 - b. Responsibility for Damages: FACE will be responsible for all damage of any nature to any part of the premises or to any member of the public that results in any way

from its use of the Demised Premises. FACE will maintain the area in a neat, clean, and orderly manner and return the Property to County clean and without any excessive wear and tear at the end of this Agreement.

- c. Notification of any damage. FACE will notify County's designee of any damage to the facilities or Property during this Agreement.
- d. Locks and Entry: Entry is by key code. County will provide FACE's designee with that code, and FACE will both maintain the confidentiality of that code and be responsible for any breach of the confidentiality, whether FACE is negligent or not. FACE will be responsible for any County or other user or general public loss or any damage whatsoever resulting from the use of that code, whether negligent or not, will immediately identify to the County any persons having knowledge of the code, and will be responsible for having the code changed immediately upon the termination or separation of any person having that code.

6. **No Smoking:** Smoking is prohibited on the Property.

7. **Indemnity and Hold Harmless** –To the fullest extent permitted by Missouri law and without waiving sovereign immunity, FACE shall indemnify, hold harmless, and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses arising by reason of any act or failure to act, negligent or otherwise, of FACE, of anyone directly or indirectly employed by FACE, or of anyone for whose acts FACE might be liable, in connection with this Agreement.

8. **Governing Law and venue** – The laws of the State of Missouri shall govern this Agreement, and any action relating to this Agreement shall be brought in the Circuit Court of Boone County, Missouri.

9. **Authority of Signatories** – Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

10. **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

11. **Entire Agreement** – This Agreement constitutes the entire Agreement between the parties regarding FACE's use of these premises, and supersedes any prior negotiations, written or verbal, and any other proposal or contractual Agreement regarding FACE's use of these premises. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.


12. **Termination** – This Agreement may be terminated by either party at any time upon 30 days' written notice to the other party.

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

The Curators of the University of Missouri on behalf of

**Family Access Center of Excellence
of Boone County**

By:

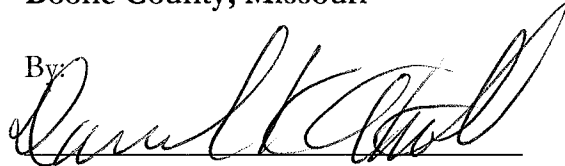


Casey E Farbis
Senior Business Services
Consultant

Dated: 07/25/2017

Boone County, Missouri

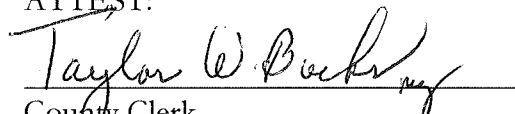
By:



Daniel K. Atwill, Presiding Comm.

Dated: 8-10-17

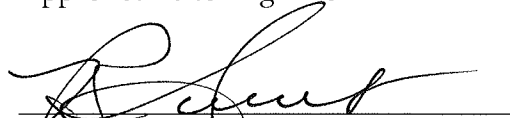
ATTEST:



County Clerk

Dated: _____

Approved as to Legal Form:



County Counselor

APPROVED
By Mark Van Zandt - Office of General Counsel at 11:41 am, Jul 25, 2017

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

June Dierker by jj 08/10/2017
Auditor Date
Revenue Only-1125-3822

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of

August

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 29-13JUN17 – Simulcast Transmit/Receive Radios to A&W Communications, Inc. of Eolia, MO.

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

Done this 10th day of August, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

351-2017

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 25, 2017
RE: 29-13JUN17-Simulcast Transmit/Receive Radios

29-13JUN17-Simulcast Transmit/Receive Radios opened on June 23, 2017. Two (2) bids were received. Joint Communications recommends award by low bid to A&W Communications, Inc. of Eolia Missouri.

Cost of the contract is \$177,548.00 which will be paid from department 2704 – Joint Communications Radio Network, account 91300 – Machinery and Equipment. There are three projects involved with this bid, the Rise Antenna Site, Rockbridge Tower, and the 800 Mhz Overlay. The budgets are \$185,980/\$420,800/\$129,400.

att: Bid Tab

cc: Dave Dunford, Radio Consultant
Chad Martin, Director Joint Communications
Bid File

Bid Tab - 29-13JUN17 - Simulcast Transmit/Receive Radios

7.1	PRICING	A & W Communications, Inc.			Price/Unit	Total	Communications Associates			Price/unit	Total
7.1.1. BASE BID:											
	Description		Quantity	Make/Model				Quantity	Make/Model		
	Group One (3.00): Harris Brand Mastr III (150-174 MHz) Unit with Options		16	Material #: SXHMDX, SXMN9C, SXPS9R, SXMN2B	\$5,933.00	\$94,928.00		16	Material #: SXHMDX w/Opts	\$6,038.48	\$96,615.68
	Group Two (4.00): Harris Brand Mastr III (806-869 MHz) Unit with Options		9	Material #: SX8MCX, SXMN9C, SXPS9R, SXMN2B	\$9,180.00	\$82,620.00		9	Material #: SX8MCX w/Opts	\$9,413.67	\$84,723.03
	Total		25		\$7,101.92	\$177,548.00		25		\$7,253.55	\$181,338.71
7.1.2.	Delivery after receipt of order(# of calendar days)					45 Days					45 Days
7.1.3.	Warranty		1. for fuses and non-rechargeable batteries, operable on arrival only. 2. for service parts, ninety (90 days) 3. for mobile and portable radios ("Subscriber Units") twenty-four (24) months 4. for Unity* model Subscriber Units, thirty-six (36) months 5. for radio accessories, one (1) year. 6. for all other equipment of Seller's manufacture, one (1) year				1. for fuses and non-rechargeable batteries, operable on arrival only. 2. for service parts, ninety (90 days) 3. for mobile and portable radios ("Subscriber Units") twenty-four (24) months 4. for Unity* model Subscriber Units, thirty-six (36) months 5. for radio accessories, one (1) year. 6. for all other equipment of Seller's manufacture, one (1) year. "1 year warranty on Mastr III product"				

No Bids
U.S. Cellular
BT Services

351-2017

**PURCHASE AGREEMENT
FOR SIMULCAST TRANSMIT/RECEIVE RADIOS**

THIS AGREEMENT dated the 10th day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **A&W Communications, Inc.**, 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 the furnishing and delivery of Harris brand, Mastr III series base station radio units, in compliance with all bid specifications issued for Boone County Request for Bid **29-13JUN17**, and the Vendor's bid response dated June 21, 2017 executed by Thomas D. White on behalf of Vendor. 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 contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement 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 **Harris Brand Mastr III (150-174 MHz) Units with Options and Harris Brand Mastr III (806-869 MHz) Units with Options**. All units shall be provided in conformity with the contract documents for the prices set forth in Bidder's quote(s), as needed and as ordered by the County as follows:

Description	Model	Quantity	Price/Unit	Total
Group One (3.00): Harris Brand Mastr III (150-174 MHz) Unit with Options	Material #: SXHMDX, SXMN9C, SXPS9R, SXMN2B	16	\$5,933.00	\$94,928.00
Group Two (4.00): Harris Brand Mastr III (806-869 MHz) Unit with Options	Material #: SX8MCX, SXMN9C, SXPS9R, SXMN2B	9	\$9,180.00	\$82,620.00

GRAND TOTAL: **\$177,548.00**

3. **Warranty** – There is a one (1) year warranty on the Harris brand, Mastr III radios. Replacement products are free of charge during this warranty period.
4. **Delivery** - Delivery after receipt of order and Notice to Proceed shall be made within 45 calendar days. Delivery address: Boone County Fire Protection Headquarters, 2201 I-70 Drive Northwest, Columbia, MO 65202. Telephone Contact for delivery is: (573) 447-5000.
5. **Billing and Payment** - All billing / invoices shall be sent to Boone County Joint Communications, Attn: Patricia Schreiner, 2145 County Drive, Columbia, Missouri 65202 office. Billings may only include the prices as listed and/or calculated in the Vendor's quote response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. Vendor shall send just **one invoice** to the County at completion of service/delivery of goods.

Payment Terms: Net 30 days after receipt of invoice following delivery and acceptance of Simulcast Audio Control Equipment.

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

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

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission 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.

A&W COMMUNICATIONS, INC.

by Thomas D. White
title President

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Barks
County Clerk

AUDITOR CERTIFICATION

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

Jane Rickford by jj 07/26/17 2704-91300 / \$177,548.00
Signature Date Appropriation Account

6.0. RESPONSE FORM

Vendor Name: A & W COMMUNICATIONS, INC,
Address: 100 N MAIN STREET, P.O. BOX 66
City/Zip: EOLIA, MISSOURI 63344
Phone Number: 573-485-3500
E-Mail: twhite@aw-comm.com and/or mcannon@aw-comm.com
Fax Number: 573-485-2350
Federal Tax I.D. 43-1476140

Corporation

Partnership

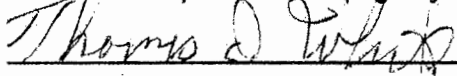
Name _____

Individual/Proprietorship – Individual Name _____

Other (Specify) _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign by Hand):



Date: 06/21/17

Print Name and Title of Authorized Representative:

THOMAS D. WHITE

7.1. PRICING -

7.1.1. Bid:

PRICES IF PURCHASED AFTER JUNE 30TH, 2017

Description	Model	Quantity	Price/Unit	Total
Group One (3.00): Harris Brand Mastr III (150-174 MHz) Unit with Options	Material #: SXHMDX, SXMN9C, SXPS9R, SXMN2B	16	\$ 5,933.00	\$ 94,928.00
Group Two (4.00): Harris Brand Mastr III (806-869 MHz) Unit with Options	Material #: SX8MCX, SXMN9C, SXPS9R, SXMN2B	9	\$ 9,180.00	\$ 82,620.00
Bid Total				\$ 177,548.00

7.1.2. Delivery: Delivery after receipt of order (# of calendar days): 45 DAYS

7.1.3. Warranty: Describe or attach warranty on equipment:

SEE ATTACHED WARRANTY STATEMENT FROM HARRIS CORP.

A & W COMMUNICATIONS

100 N. Main Street
 P O Box 66
 EOLIA, MO 63344

Voice: 800-530-5763
 Fax: 573-485-2350

QUOTATION

Quote Number: 6896
 Quote Date: Jun 21, 2017
 Page: 1

Quoted To:
 BOONE CO - PURCHASING
 613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

Customer ID	Good Thru	Payment Terms	Sales Rep
BOONECO	7/21/17	Net 30 Days	WHITTH

Quantity	Item	Description	Unit Price	Amount
		PRICE IF PURCHASED AFTER JUNE 30TH, 2017		
16.00	MIII-SXHMDX	VHF TRANSMITTER		
16.00	MIII-SXMN9C	SCREEN COVER		
16.00	MIII-SXPS9R	POWER SUPPLY, 120VAC, 60Hz, 12/24		
16.00	MIII-SXMN2B	SHIPPING CRATE		
16.00		TOTAL COST PER UNIT	5,933.00	94,928.00

*Please add 4% convenience fee to quotes paid using a credit card.
 Thank You!*

Subtotal	94,928.00
Sales Tax	
TOTAL	94,928.00

A & W COMMUNICATIONS

QUOTATION

100 N. Main Street
 P O Box 66
 EOLIA, MO 63344

Quote Number: 6897
 Quote Date: Jun 21, 2017
 Page: 1

Voice: 800-530-5763
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 BOONE CO - PURCHASING
 613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

Customer ID	Good Thru	Payment Terms	Sales Rep
BOONECO	7/21/17	Net 30 Days	WHITTH

Quantity	Item	Description	Unit Price	Amount
		PRICE IF PURCHASED AFTER JUNE 30TH, 2017		
9.00	MIII-SX8MCX	806-870 MHZ CONVENTIONAL MASTR III		
9.00	MIII-SXMN9C	SCREEN COVER		
9.00	MIII-SXPS9R	POWER SUPPLY, 120VAC, 60Hz, 12/24		
9.00	MIII-SXMN2B	SHIPPING CRATE		
9.00		TOTAL COST PER UNIT	9,180.00	82,620.00
1.00		MM100SX MANUAL		
1.00		MM280SX MAINTENANCE MANUAL 800 MHZ		

*Please add 4% convenience fee to quotes paid using a credit card.
 Thank You!*

Subtotal	82,620.00
Sales Tax	
TOTAL	82,620.00

7.1. PRICING -

7.1.1. Bid:

PRICES IF PURCHASED BEFORE JUNE 30TH, 2017

Description	Model	Quantity	Price/Unit	Total
Group One (3.00): Harris Brand Mastr III (150-174 MHz) Unit with Options	Material #: SXHMDX, SXMN9C, SXPS9R, SXMN2B	16	\$ 5,755.00	\$ 92,080.00
Group Two (4.00): Harris Brand Mastr III (806-869 MHz) Unit with Options	Material #: SX8MCX, SXMN9C, SXPS9R, SXMN2B	9	\$8,905.00	\$ 80,145.00
Bid Total				\$ 172,225.00

7.1.2. Delivery: Delivery after receipt of order (# of calendar days): 45 DAYS

7.1.3. Warranty: Describe or attach warranty on equipment:

SEE ATTACHED WARRANTY STATEMENT FROM HARRIS CORP.

A & W COMMUNICATIONS

QUOTATION

100 N. Main Street
 P O Box 66
 EOLIA, MO 63344

Quote Number: 6893
 Quote Date: Jun 21, 2017
 Page: 1

Voice: 800-530-5763
 Fax: 573-485-2350

Quoted To:
 BOONE CO - PURCHASING
 613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

Customer ID	Good Thru	Payment Terms	Sales Rep
BOONECO	7/21/17	Net 30 Days	WHITTH

Quantity	Item	Description	Unit Price	Amount
		PRICE IF PURCHASE BEFORE JUNE 30TH, 2017		
16.00	MIII-SXHMDX	VHF TRANSMITTER		
16.00	MIII-SXMN9C	SCREEN COVER		
16.00	MIII-SXPS9R	POWER SUPPLY 120VAC,60Hz,12/24		
16.00	MIII-SXMN2B	SHIPPING CRATE		
16.00		TOTAL COST PER UNIT	5,755.00	92,080.00

Please add 4% convenience fee to quotes paid using a credit card.
 Thank You!

Subtotal	92,080.00
Sales Tax	
TOTAL	92,080.00

A & W COMMUNICATIONS

100 N. Main Street
 P O Box 66
 EOLIA, MO 63344

Voice: 800-530-5763
 Fax: 573-485-2350

QUOTATION

Quote Number: 6894
 Quote Date: Jun 21, 2017
 Page: 1

Quoted To:

BOONE CO - PURCHASING
 613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

613 E. ASH STREET
 ROOM 110
 COLUMBIA, MO 65201

Customer ID	Good Thru	Payment Terms	Sales Rep
BOONECO	7/21/17	Net 30 Days	WHITTH

Quantity	Item	Description	Unit Price	Amount
		PRICE IF PURCHASED BEFORE JUNE 30TH, 2017		
9.00	MIII-SX8MCX	806-870 MHZ CONVENTIONAL MASTR III		
9.00	MIII-SXMN9C	SCREEN COVER		
9.00	MIII-SXPS9R	POWER SUPPLY 120VAC,60Hz, 12/24		
9.00	MIII-SXMN2B	SHIPPING CRATE		
9.00		TOTAL COST PER UNIT	8,905.00	80,145.00
1.00		MM100SX MANUAL		
1.00		MM280SX MAINTENANCE MANUAL 800 MHZ		

Please add 4% convenience fee to quotes paid using a credit card.
 Thank You!

Subtotal	80,145.00
Sales Tax	
TOTAL	80,145.00

WARRANTY

- A. Harris Corporation, a Delaware Corporation, through its RF Communications Division (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship, and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only.
 2. for service parts, ninety (90) days.
 3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
 4. for Unity[®] model Subscriber Units, thirty-six (36) months.
 5. for radio accessories, one (1) year.
 6. for all other equipment of Seller's manufacture, one (1) year.
- C. If any Equipment fails to meet the foregoing warranties, Seller shall correct the failure at its option (i) by repairing any defective or damaged part or parts thereof, (ii) by making available at Seller's factory any necessary repaired or replacement parts, or (iii) by replacing the failed Equipment with equivalent new or refurbished Equipment. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the Equipment in which it is installed. Where such failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. Labor to perform warranty service will be provided at no charge during the warranty period only for the Equipment covered under Paragraph B.3, B.4 and B.6. To be eligible for no-charge labor, service must be performed at Seller's factory, by an Authorized Service Center (ASC) or other Servicer approved for these purposes either at its place of business during normal business hours, for mobile or personal equipment, or at the Buyer's location, for fixed location equipment. Service on fixed location equipment more than thirty (30) miles (48 km) from the Service Center or other approved Servicer's place of business will include a charge for transportation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

This warranty applies only within the United States.

Harris Corporation
RF Communications Division
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
1-800-368-3277

Harris Corporation
RF Communications Division
1680 University Avenue
Rochester, NY 14610
1-585-244-5830

ECR-7047V
10/25/14



Conventional MASTR[®] III Station VHF, UHF, 800 MHz

The Conventional MASTR III Base Station provides

- * A comprehensive array of control capabilities
- * The latest in digital signal processing technology
- * Fully shielded and removable modules, front-mounted controls, and remote diagnostics



The Conventional MASTR III provides the flexibility to change system setup as necessary. Whether users are designing a system, programming radio functions, or arranging an installation site, MASTR III keeps pace with their needs.

Flexible, Efficient Design

The microprocessor-controlled, PC programmable options provide flexibility, simplified setup, and easy field upgrades. The fully synthesized design of the MASTR III Base Station allows the user to make frequency changes

quickly, easily, and affordably. In addition, the MASTR III can operate in either a wideband (25 kHz) or narrowband (12.5 kHz) mode.

The modular design of the MASTR III Base Station makes maintenance and servicing simple and fast. Each module furnishes easy-to-read indications of proper operation.

Equipment is available in 37-inch, 69-inch, or 83-inch cabinets or an 86-inch open rack.

Backward Compatible

The MASTR III Base Station can be used in combination with MASTR II or IIe stations. The MASTR III is readily upgradeable through software revisions.

Conventional Options and Accessories

Programmable Options

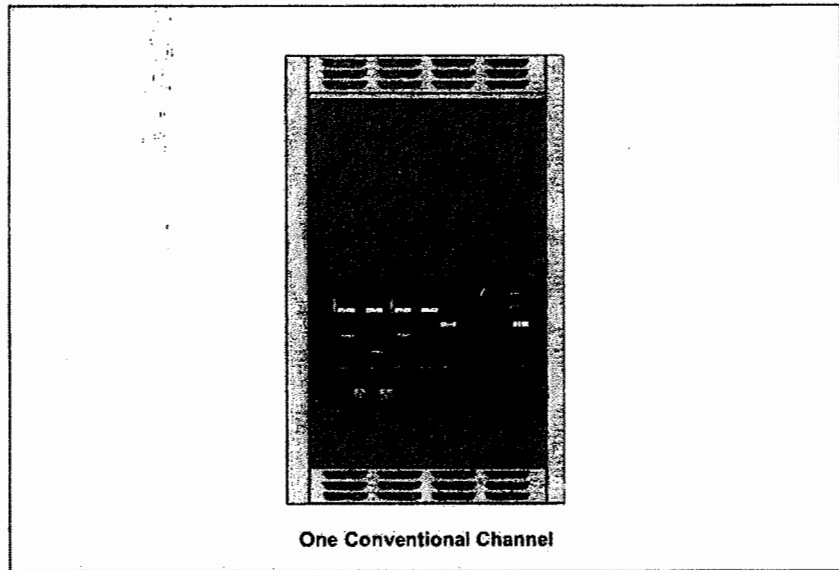
- Transmit Frequencies
- Receive Frequencies
- Channel Guard Digital and Tone
- Channel Guard Disable
- Repeater Disable
- Intercom Function
- DTMF Decode
- Morse Code ID
- Squelch Tail Elimination (STE)
- Carrier Control Timer
- Station Control
 - DC Control
 - Tone Control
 - Repeater
 - DC/Repeat
 - Tone/Repeat
- 2- or 4-Wire Audio
- Scan

Additional Options

- Service Microphone
- Antenna Multicoupler
- 230V Power Supply
- Duplexer
- Antenna Relay (VHF/UHF)
- Combiner
- Isolator
- Squelch-Operated Relay
- Remote Controllers
- Battery Standby
- Battery Charger
- Gel Cell Battery
- Voice Guard Encryption
- Aegis™ Digital
- Switchable Channel Spacing

Conventional Tone and DC Remote Controlled Stations

- Audio (Line to Transmitter)
 - Line Terminating Impedance: 600 Ω
 - Line Level (Adjustable): -20 to +7 dBm
 - Frequency Response: ±3 dB @ 300-3000 Hz
- Tone Control
 - Function Tones: 1050,1150,1250,1350,1450, 1550,1650, 1750,1850,1950 and 2050 Hz
 - Secur-it Tone and Transmit Tone: 2175 Hz
 - Transmitted 2175 Hz Tone Level: 20 dB Below Voice
 - Permissible Control Line Loss @2175 Hz: 27 dB
- Audio (Receiver to Line)
 - Audio Amplifier Input Impedance: 10 KΩ
 - Input Level: 1 V RMS (for 5 kHz Deviation)
 - Output Impedance to Line: 600 Ω
 - Output Level to Line Voice (1 kHz ref): +7 dBm (Adjustable)
 - Tone (1 kHz ref): +7 dBm (Reference 7 dBm)
 - Frequency Response: +1 and -3 dB @ 300-3000 Hz
 - Hum and Noise, Noise Squelch: -55 dB (Reference 7 dBm)
 - Tone Squelch: -30 dB (Reference 7 dBm)
- DC Control Control Currents: -2.5, ±6, and ±11 mA
- Line Loop Resistance (maximum): 11 KΩ (Includes 3K Termination)



Regulatory Data

Frequency Range (MHz)	Power Output (Adjustable) (W)	FCC Type Acceptance Number	Applicable FCC Rules	Industry Canada Certification Number	Applicable Industry Canada Rules	CE Marking	NTIA Certification Number
136-174	10-110	OWDTR-0032-E	22, 90	3636B-0017	RSS-119	Stations available in UHF that meet the following: ETS 300 086 ETS 300 219 ETS 300 113	JF-1208074
403-450	10-100	OWDTR-0038-E	90	3636B-0038	RSS-119		JF-1208074 (380-400, 403-425)
450-512	10-100	OWDTR-0039-E	22, 90, 74	3636B-0039	RSS-119		NA
806-870	10-100	OWDTR-0036-E	90	3636-194-215	RSS-119	NA	NA

Technical specifications are subject to change without notice. Product sales are subject to applicable U.S. export control laws.

General Specifications

CABINET	INDOOR CABINET (Floor Mount)		
	37 in.	69 in.	83 in.
Size (in. (cm))			
Height	37.0 (94)	69.1 (175)	83.0 (211)
Width	21.5 (55)	23.1 (59)	23.1 (59)
Depth	18.25 (46)	21.0 (53)	21.0 (53)
Weight (min) [(lb (kg))]			
Continuous Duty	121 (55)	576 (261)	693 (315)
Packed, Domestic Shipping	136 (62)	606 (275)	729 (331)
Number of Rack Units	17	33	41
Max. Units w/Power Supply	1	4	5

NOTE: One rack unit equals 1.75 inches. Stations occupy 6 rack units of cabinet space.

Service Speaker:	1W @ 8Ω
Service Microphone:	Transistorized Dynamic
Duty Cycle (EIA) Continuous:	Transmit/Receive - 100%
Ambient Temperature (or full spec performance per EIA):	-22 to +140°F (-30 to +60°C)
Humidity (EIA):	90% @ 122°F (50°C)
Input Power Source:	120 VAC (±20%), 47-63 Hz
Optional Input Power Source:	230 VAC (±15%), 47-63 Hz
Standby Battery Source:	26.4 VDC, 50 AHR (min.)
Antenna Connections:	Type N
Length of AC Power Cable:	10 ft (3048 mm)
Metering:	Provided through Handset or TQ0619 Software
Altitude:	
Operable:	Up to 15,000 ft (4,570 m)
Shippable:	Up to 50,000 ft (15,250 m)

Source Power Drain	VHF	UHF	800
Frequency Range (MHz)	136-174	380-512	851-870 Tx 806-825 Rx
AC Input Power	5A @ 120 VAC or 3A @ 230 VAC	5A @ 120 VAC or 3A @ 230 VAC	5A @ 120 VAC or 3A @ 230 VAC
DC Input Power (A) VDC			
Tx	2	2	2
Rx only	2	2	2
Tx (full/half power)	12/8	12/8	12/8
Rx only	0.5	0.5	0.5

Transmitter (All specifications measured per TIA/EIA-603 Procedure)

	VHF	UHF	800
Frequency Range (MHz)	136-174	380-512	851-870
Rated Power Output (W)	110	100	100
RF Output Impedance (Ω)	50	50	50
Conducted Spurious and Harmonic Emission (dBm)	-36	-36	-36
Frequency Stability (ppm)	±1.0	±1.0	±1.0
Modulation Deviation (kHz)			
Wideband	0 to ±5	0 to ±5	0 to ±5
Narrowband	0 to ±2.5	0 to ±2.5	NA
NPSPAC	NA	NA	0 to ±4
FM Noise (dB)	-55	-55	-55
Channel Spacing (kHz)	12.5/25/30	12.5/25	25 12.5 (NPSPAC)
Synthesizer Step Size (kHz)	1.25	1.25	6.25
Frequency Spread Full Spec (MHz)	2	2	0.5

Audio Distortion (@ 1 kHz): Less than 3%

Number of Channels (Conventional): Up to 12

Audio Response (pre-emphasis): Within +1/-3 dB of 6 dB/octave, 300 to 3000 Hz per EIA

NOTE: Rated power output is measured at the transmitter power amplifier output connector per FCC Type Acceptance filing information. Any customer-required optional items such as power measuring devices and/or duplexers will introduce loss between the transmitter output connector and the station cabinet output connector. This loss will reduce the available power at the station connector.

Receiver (All specifications measured per TIA/EIA-603 Procedure)

	VHF	UHF	800
Frequency Range (MHz)	136-174	380-512	806-825
RF Input Impedance (Ω)	50	50	50
Channel Spacing (kHz)	12.5/25/30	12.5/25	12.5 (NPSPAC)/25
Synthesizer Step Size (kHz)	1.25	1.25	6.25
Sensitivity (dBm) EIA 12 dB SINAD	-116 (0.35 μV)	-116 (0.35 μV)	-118 (0.28 μV)
Threshold Squelch (dBm)	-119 (0.25 μV)	-119 (0.25 μV)	-121 (0.18 μV)
Selectivity EIA 2-Signal (dB)			
12.5 kHz	75	75	20 (NPSPAC)
25 kHz	85	85	85
30 kHz	90	NA	NA
Frequency Stability (ppm)	±1.0	±1.0	±1.0
Signal Displacement Bandwidth (kHz)	12.5:±1, 25/30:±2	12.5:±1, 25:±2	25:±2
Intermodulation (dB)			
12.5 kHz	75	75	NA
25 kHz	80	80	80
30 kHz	80	NA	NA
Spurious and Image Rejection (dB)	90	90	90
Frequency Spread			
Full Specs. (MHz)	2.0	2.0	0.5

Audio Response (de-emphasis): Within +2/-6 dB of 6 dB/octave (@ Local Speaker), 300 to 3000 Hz per EIA

Audio Output: Within +1/-3 dB of 6 dB/octave (@ Line Output), 300 to 3000 Hz per EIA

1 Watt at less than 3% distortion @ 1000 Hz, 25/30 kHz Channel



Public Safety and Professional Communications | www.pspc.harris.com
221 Jefferson Ridge Parkway | Lynchburg, VA USA 24501 | 1-800-368-3277 (+1-434-455-6403)
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Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Robert Wilson
Buyer

(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymmo.org

Bid Data

Bid Number: **29-13JUN17**
Commodity Title: **Simulcast Transmit/Receive Radios**

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

unopened) Day/Date: **Tuesday, June 13, 2017**
Time: **1:00 p.m. (Bids received after this time will be returned**
Location/Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201**
Directions: **Annex Building is located at corner of 7th & Ash St.**

Bid Opening

Day/Date: **Tuesday, June 13, 2017**
Time: **1:00 p.m., Central Time**
Location/Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**

Bid Contents

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

1. Introduction and General Conditions of Bidding

- 1. Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter in to a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.

- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
 - 1.4.1. 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 state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

2.00 GENERAL

2.01 These specifications describe a series of Harris brand, Mastr III series base station radio units for use in the Boone County Joint Communications radio improvement project.

2.02 Each Mastr III radio in GROUP ONE shall be a transmit-only unit operating in the 150-174 MHz range. No receiver is included in the radio package.

2.03 Each Mastr III radio in GROUP TWO shall be a transmit/receive unit operating in the 806-869 MHz range. Receiver is included in the radio package.

2.04 A complete itemized list of equipment, including printed literature and factory specification sheets, stating name, model number and options of the proposed equipment must be attached to the bid.

2.05 All equipment must be factory new, not reconditioned, and in current production at the time of delivery.

2.06 All equipment shall be FCC type accepted for use under Part 90 of the R&R and will be operative on narrowband channel spacing.

2.07 County will be responsible for installation and adjustment.

2.08 Furnish radios as single channel units. Vendor shall factory program and align the transmitters and receivers on County's frequencies within the bandsplit. Frequency list will be provided with order to Vendor.

2.09 **No cabinets or mounting racks are required.** Furnish radios in 'no cabinet' shipping crates.

2.10 Radios will be installed indoors and in open racks. **No additional special rack mounting hardware is required.**

3.00 TECHNICAL - GROUP ONE

- 3.01 Furnish Harris brand, Mastr III radio with VHF transmitter operating in nominal bandsplit 150 MHz to 174 MHz range that can be configured for 'duplex' base.
- 3.02 Furnish radio to permit using external high stability 10 MHz timing source for precise control of transmit frequency. High stability 10 MHz oscillator furnished by others.
- 3.03 Furnish radio with nominal 110 watt continuous duty transmitter operation.
- 3.04 Furnish radio with audio card to permit external E&M keying. Furnish protective metal top cover screen.
- 3.05 Furnish radio with latest version synthesizer hardware, firmware and software.
- 3.06 Furnish unit with low profile, switch mode, 120VAC power supply.
- 3.07 Furnish radio with dedicated transmitter antenna connector (no outboard T-R relay necessary).
- 3.08 Furnish radio with interface point to permit injecting external synchronized CTCSS tone into exciter.
- 3.09 Nominal Harris nomenclature: Radios must comply with all Purchaser specifications. The following nomenclature is provided solely for convenience of Vendors. Each radio composed of following options:

Basic Radio	SXHMDX
Cover Screen	SXMN9C
Shipping Crate	SXMN2B

- 3.10 Furnish sixteen (16) units of GROUP ONE radios.

4.00 TECHNICAL - GROUP TWO

- 4.01 Furnish Harris brand, Mastr III radio with 800 MHz transmitter and receiver operating in nominal bandsplit 806-869 MHz range that can be configured for duplex base or repeater operation.
- 4.02 Furnish radio to permit using external high stability 10 MHz timing source for precise control of transmit frequency. High stability 10 MHz oscillator furnished by others.
- 4.03 Furnish radio with nominal 100 watt continuous duty transmitter operation.
- 4.04 Furnish radio with audio card to permit external E&M keying. Furnish protective metal top cover screen.
- 4.05 Furnish radio with latest version synthesizer hardware, firmware and software.

4.06 Furnish unit with low profile, switch mode, 120VAC power supply.

4.07 Furnish radio with dedicated transmitter and receiver antenna connectors (no outboard T-R relay necessary).

4.08 Furnish radio with interface point to permit injecting external synchronized CTCSS tone into exciter.

4.09 Furnish one complete set of factory printed service manuals for proposed 800 MHz stations.

4.10 Nominal Harris nomenclature: Radios must comply with all Purchaser specifications. The following nomenclature is provided solely for convenience of Vendors. Each radio composed of following options:

Basic Radio	SX8MCX
Cover Screen	SXMN9C
Shipping Crate	SXMN2B

4.11 Furnish nine (9) units of GROUP TWO radios

5.0. Response Presentation and Review

- 5.1. **RESPONSE CONTENT** – In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for the items requested shall be included with the response.
- 5.2. **SUBMITTAL OF RESPONSES** – Responses MUST be received by the date and time notes on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 5.3. **Advice of Award** – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page at www.showmeboone.com.
- 5.4. **BID OPENING** – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.
- 5.5. **Removal from Vendor Database** – If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reason for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 5.6. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 5.7. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 5.8. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but

simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

- 5.9. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 5.10. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 5.11. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.



Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Standard Terms and Conditions

Robert Wilson, Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

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.



BOONE COUNTY, MISSOURI
Request for Bid #29-13JUN17 - Simulcast Transmit/Receive Radios

ADDENDUM # 1 - Issued June 14, 2017

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

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

CHANGE Bid Submission and Bid Opening date and time to:

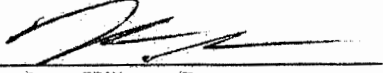
Bid Submission Address and Deadline

Day/Date: Friday, June 23, 2017
Time: 1:00 p.m. (Bids received after this time will be returned unopened)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: Friday, June 23, 2017
Time: 1:00 p.m., Central Time
Location/Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

By:


Robert Wilson, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #29-13JUN17 - *Simulcast Transmit/Receive Radios*, receipt of which is hereby acknowledged:

Company Name: A & W COMMUNICATIONS, INC.

Address: 100 N MAIN, P.O. BOX 66, EOLIA, MO 63344

Phone Number: 573-485-3500 Fax Number: 573-485-2350

E-mail: twhite@aw-comm.com and/or mcannon@aw-comm.com

Authorized Representative Signature:  Date: 06/21/17

Authorized Representative Printed Name: THOMAS D. WHITE, PRESIDENT

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of

August

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 32-03JUL17 – Towing and Recovery Services Term & Supply to American Truck Repair, LLC.

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

Done this 10th day of August, 2017

ATTEST:

Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner
Fred J. Parry
Fred J. Parry
District I Commissioner
Janet M. Thompson
Janet M. Thompson
District II Commissioner

352-2017

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: July 24, 2017
RE: 32-03JUL17-Towing and Recovery Services – Term & Supply

32-03JUL17-Towing and Recovery Services – Term & Supply opened on July 03, 2017. One (1) bid was received. Public Works recommends award by low bid to American Truck Repair, LLC.

This is a county-wide term and supply contract.

att: Bid Tab

cc: Greg Edington, Public Works
Gary German, Sheriff
Jody Moore, Facilities Maintenance
Bid File

352-2017

32-03JUL17
BID TABULATION

TOWING AND RECOVERY SERVICES TERM AND SUPPLY

Bid Opening
July 03, 2017

Bidder Name:		American Truck Repair			
5.7. Services					
5.7.1. Standard Tow		Flate Rate	Flate Rate	Flate Rate	Flate Rate
Small Cars and Light Trucks (3/4 ton or less)		\$ 55.00			
Medium Duty Trucks (1 ton)		\$ 65.00			
Heavy Duty Trucks and Heavy Equipment (greater than 1 ton)		\$ 175.00			
5.7.2. Additional Services		Per 15 minutes	Per 15 minutes	Per 15 minutes	Per 15 minutes
Flat Tire Repair/Change (associated with towing service)		\$ 5.00			
Flat Tire Repair/Change (not associated with towing service)		\$ 5.00			
Jump Start (associated with towing service)		\$ 25.00			
Jump Start (not associated with towing service)		\$ 25.00			
Pull Axle/Drive Shaft (associated with towing service)		\$ 10.00			
Small Vehicle Winch Out (associated with towing service)		\$ 10.00			
Small Vehicle Winch Out (not associated with towing service)		\$ 10.00			
Medium Vehicle Winch Out (associated with towing service)		\$ 15.00			
Medium Vehicle Winch Out (not associated with towing service)		\$ 15.00			
Heavy Vehicle Winch Out (associated with towing service)		\$ 35.00			
Heavy Vehicle Winch Out (not associated with towing service)		\$ 35.00			
Extra Man (associated with towing service)		\$ 35.00			
5.7.3. Out of Range Towing and Recovery		Per Mile	Per Mile	Per Mile	Per Mile
Small Vehicle		\$ 1.75			
Medium Vehicle		\$ 2.00			
Heavy Vehicle and Equipment		\$ 2.75			
5.7.4. Recovery of Immobile Vehicles		Per 15 minutes	Per 15 minutes	Per 15 minutes	Per 15 minutes
Small Vehicle		\$ 10.00			
Medium Vehicle		\$ 15.00			
Heavy Vehicle and Equipment		\$ 35.00			
5.8. Renewals		Percentage	Percentage	Percentage	Percentage
1st Term		0%			
2nd Term		5%			
3rd Term		5%			
4th Term		8%			
5.9. Cooperatives		Y	N/A	N/A	N/A

**PURCHASE AGREEMENT
FOR TOWING AND RECOVERY SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 10th day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **American Truck Repair, LLC** 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 **Towing and Recovery Services Term and Supply**, in compliance with all bid specifications issued for Boone County Request for Bid **32-03JUL17**, and the Vendor's bid response dated June 22, 2017 executed by Sky Martin on behalf of Vendor. 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 contract file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement shall prevail and control over the vendor's bid response.

2. Contract Duration - This agreement shall commence on **date of award and extend through July 31, 2018** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the Vendor's RFB response. This agreement may be renewed thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following services:

Standard Tow	Flat Rate
Small Cars and Light Trucks (3/4 ton or less)	\$55.00
Medium Duty Trucks (1 ton)	\$65.00
Heavy Duty Trucks and Heavy Equipment (greater than 1 ton)	\$175.00
Out of Range Towing and Recovery	Per Mile
Small Vehicle	\$1.75
Medium Vehicle	\$2.00
Heavy Vehicle and Equipment	\$2.75
Recovery of Immobile Vehicles	Per 15 minutes
Small Vehicle	\$10.00
Medium Vehicle	\$15.00
Heavy Vehicle and Equipment	\$35.00

Additional Services	Per 15 minutes
Flat Tire Repair/Change (associated with towing service)	\$5.00
Flat Tire Repair/Change (not associated with towing service)	\$5.00
Jump Start (associated with towing service)	\$25.00
Jump Start (not associated with towing service)	\$25.00
Pull Axle/Drive Shaft (associated with towing service)	\$10.00
Small Vehicle Winch Out (associated with towing service)	\$10.00
Small Vehicle Winch Out (not associated with towing service)	\$10.00
Medium Vehicle Winch Out (associated with towing service)	\$15.00
Medium Vehicle Winch Out (not associated with towing service)	\$15.00
Heavy Vehicle Winch Out (associated with towing service)	\$35.00
Heavy Vehicle Winch Out (not associated with towing service)	\$35.00
Extra Man (associated with towing service)	\$35.00

Renewals	Percentage
1st Term	0%
2nd Term	5%
3rd Term	5%
4th Term	8%

All items above shall be provided per the bid specifications and as responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Vendor's bid response, as needed and as ordered by County. When called, the towing service must be in-route to the stated location within five (5) minutes between 7:00 a.m. and 10:00 p.m., or within ten (10) minutes at any other time, provided that in no case will response time exceed thirty (30) minutes. Consideration will be given to the distance and traffic conditions. Should the Vendor be unable to meet the above specified time frame, it shall be their responsibility to inform the County of this fact at the time the initial call is made. The County reserves the right to call another towing Vendor if service is not provided within this time frame.

4. **Billing and Payment** - All billing for tows shall be invoiced to the ordering departments. Departments may include: Boone County Public Works 5551 Tom Bass Road, Columbia, MO 65201. Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202. Statements may only include the prices listed in the Vendor's bid response. No additional fees or extra services not included in the bid response 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 correct monthly statements within thirty days of receipt; Vendor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the 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. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

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

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

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

AMERICAN TRUCK REPAIR, LLC

by: [Signature]
title Owner

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
County Clerk

AUDITOR CERTIFICATION

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

[Signature] by jj 07126/17 County-Wide Term & Supply
Signature Date Appropriation Account

5. RESPONSE FORM

5.1. Company Information

Name: American Truck Repair

Address: 12401 W Hwy 40 Columbia MO 65202

Phone Number: 660-888-3679 Fax Number: 573-303-5849

Email: skymartin@gmail.com Federal Tax ID: 45-3969613

Corporation

Partnership Name: _____

Individual/Proprietorship Name: Sky Martin

Other: _____

5.2. Dispatch Location: State the address of the location where your tow trucks are housed and

dispatched from if different from the address above: 2107 N stadium Columbia, MO
65202

5.3. Inventory: Use the space below or attach to this response a list of the tow vehicles to be used under this contract.

Vehicle Unit #	Year/Make/Model	Type of Vehicle	Manufacturer of Body and Lift
2-	1 Ton light tow trucks	1-	Loading docks
2-	Rollbacks	1-	Forklift
1-	15 Ton tow truck	2-	Reefer trailers 53'
1-	30 Ton tow truck	1-	Dry Box trailer 53'
1-	50 Rotator Tow truck	7½ Acres of asphalt land	
1-	Road tractor	parking lot secured w/	
1-	50 Ton RGN trailer	fence, lighting, & cameras	
1-	Air bags		
1-	Bobcat skid steer		

5.4. Contractor Data

How many years have you been in business? 7

How many employees do you have? 10

Do your employees have any certifications such as Wreckmasters? Yes No

If yes, please provide details: WM# 150382 owner, Terry Reems 30 years

Chris Melborn 5 yrs, Paul Karl 10 yrs, KC Nicholas 5 yrs

Is your business owned by a larger company? Yes No

If yes, please provide the name: _____

Has your company ever filed for bankruptcy under its current name or another name?

Yes No

If yes, please provide the dates and outcome: _____

If applicable, please list any suits, liens, or judgments that have been filed against you and any current liability. _____

5.5. Emergency: As described in Section 3.4.9., please list an emergency contact to be used in the event of a natural disaster or major breakdown.

Name: Sky or Teri Martin Phone: 573-446-9999

5.6. Calls Outside Business Hours: Do you have a 24-Hour Dispatch or Answering Service?

Please use this space to list your normal business hours and describe how calls outside of these hours are taken as requested in Section 3.4.8. 24 Hour Dispatch Road Service

tow's & recovery

5.7. Services: Contractor proposes to furnish the services to the County as indicated on this Response Form for the price quoted. All services are to be provided in accordance with the County's specifications attached hereto.

5.7.1. Standard Tow: A standard tow is defined as towing a vehicle within 15 miles of the city limits of Columbia from one location to another, no maneuvering around obstacles, and does not require recovery accident services.

Small Cars and Light Trucks (3/4 ton or less) \$55 flat rate

Medium Duty Trucks (1 ton) \$65 flat rate

Heavy Duty Trucks and Heavy Equipment (greater than 1 ton)	<u>\$ 175</u>	flat rate
5.7.2. Additional Services		
Flat Tire Repair/Change (associated with towing service)	<u>\$ 5</u>	/15 minutes
Flat Tire Repair/Change (not associated with towing service)	<u>\$ 5</u>	/15 minutes
Jump Start (associated with towing service)	<u>\$ 25</u>	/15 minutes
Jump Start (not associated with towing service)	<u>\$ 25</u>	/15 minutes
Pull Axle/Drive Shaft (associated with towing service)	<u>\$ 10</u>	/15 minutes
Small Vehicle Winch Out (associated with towing service)	<u>\$ 10</u>	/15 minutes
Small Vehicle Winch Out (not associated with towing service)	<u>\$ 10</u>	/15 minutes
Medium Vehicle Winch Out (associated with towing service)	<u>\$ 15</u>	/15 minutes
Medium Vehicle Winch Out (not associated with towing service)	<u>\$ 15</u>	/15 minutes
Heavy Vehicle Winch Out (associated with towing service)	<u>\$ 35</u>	/15 minutes
Heavy Vehicle Winch Out (not associated with towing service)	<u>\$ 35</u>	/15 minutes
Extra man (associated with towing service)	<u>\$ 35</u>	/15 minutes

5.7.3. **Out of Range:** Tow and recovery services are needed for county vehicles throughout Boone County and are not limited to the Columbia area. Please list the charge per mile once 15 miles or more outside of the city limits of Columbia. The mileage charges listed shall apply until the Contractor is back within local range regardless of the service provided.

Small Vehicle	<u>\$ 1.75</u>	/mile
Medium Vehicle	<u>\$ 2.00</u>	/mile
Heavy Vehicle and Equipment	<u>\$ 2.75</u>	/mile

5.7.4. **Recovery of Immobile Vehicles:** Provide pricing for recovery operations performed during a wreck or other reason when the Contractor may need to supply an additional wrecker to aid in the recovery and provide additional manpower but only one tow service is needed. Pricing for this service should be provided in 15 minute increments above the standard rates already listed.

Small Vehicle	<u>\$ 10</u>	/15 minute
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Medium Vehicle \$ 15 /15 minute

Heavy Vehicle and Equipment \$ 35 /15 minute

5.8. Renewals

First Renewal Term: 0 %

Second Renewal Term: 5 %

Third Renewal Term: 5 %

Fourth Renewal Term: 8 %

5.9. Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

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

Authorized Representative (Print Name): Skip Martin


Signature

6-22-17
Date

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Vendor: American Truck Repair
2. Business Address: 6401 W Hwy 40 Columbia
MO 65202
3. Telephone Number: 660-888-3679 Fax Number: 573-303-5849
4. When Organized: 2011 When Incorporated: 2011
5. If not incorporated, state type of business and provide your federal tax identification number: 45-3969613
6. Number of years in business: 6 If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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3. General type of product sold and manufactured:

Semi truck towing & Recovery & Repair

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: 0
- (b) Description of defaulted contracts and reason therefor:

5. List banking references:

~~BOA~~ BOA - Bank of America
Landmark Bank

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes No

Dated at 7-14-17

this July day of 14, 200 17.

American Truck Repair
Name of Organization(s)


By [Signature]
(Signature)

Owner
(Title of person signing)

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.


Applicant

7-14-17
Date

Sky Martin
Printed Name

Missouri
COUNCIL ON DRIVER LICENSES

WALTER
SKY ROTH
1917 (RENEWABLE MAY
15, 1954), MO-1045

EXPIRES
MAY 15, 1954

MISSOURI
DEPARTMENT OF REVENUE



(Please complete and return with Bid)


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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Skay Martin
Name and Title of Authorized Representative


Signature

7-14-17
Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and

regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING
613 East Ash Street, Room 111
Columbia, MO 65201

REQUEST FOR BID

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

BID DATA

INFORMATION

Bid Number: **32-03JUL17**

Bid Title: **Towing and Recovery Services – Term and Supply**

SUBMISSION INFORMATION

Due Date and Time: Monday, July 03, 2017 at 2:00 p.m. Central Time

Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 111
Columbia, MO 65201

OPENING INFORMATION

Date and Time: Monday, July 03, 2017 at 2:00 p.m. Central Time

Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Conference Room
Columbia, MO 65201

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Attachment D. Debarment Certification
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1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page and described in greater detail in the following Sections of this Request for Bid.

1.2. DEFINITIONS

1.2.1. County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

1.2.1.3. Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. Bidder / Contractor / Supplier - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

1.2.2.1. Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

1.2.2.2. Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter in to a Contract for provision of the goods and/or services described in the Bid.

1.2.2.3. Supplier - All business entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check our web site for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at:

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

1.3.1. Bidder Responsibility - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.

1.3.2. Bid Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. **The County also reserves the right to award to multiple vendors and therefore encourages bid submissions from not only vendors that offer a full range of towing services, but also vendors that are only capable of towing smaller class vehicles.** Therefore, bidders do not have to quote on all items on the Response Form.

1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

1.5.1. Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1.1.1 the provisions of the Contract (as it may be amended);
- 2.1.1 the provisions of the Bid;
- 3.1.1 the provisions of the Bidder's Response.

1.6. **CONTRACT PERIOD** –Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event, any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.

1.7. **CONTRACT RENEWAL** – The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.

If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.11. CONTRACT DOCUMENTS - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 1.12. PRICING – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs, including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum services or total prices.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. INSURANCE

- 2.1.1 **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

2.1.2 **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

2.1.3 **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.1.3.1 Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

2.1.4 **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

2.1.5 **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.1.6 **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.2. **INDEMNITY AGREEMENT** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

2.3. OVERHEAD LINE PROTECTION - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

2.4.1. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. The Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the

responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five (5) years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.6. BILLING AND PAYMENTS - Invoices should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid invoice.

2.6.1. Invoices for all contracted work done for the County on a “time and material” basis shall include the following information at a minimum:

- a. County’s Contract Number.
- b. Name of the County Department and employee that requested the services.
- c. The vehicle license number.
- d. The date, time, and location of pick up and drop off.

Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.

2.6.2. The billing addresses are:

- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
- b. Public Works, 5551 Tom Bass Road, Columbia, MO 65201
- c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3. PRIMARY SPECIFICATIONS

3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) for a Term and Supply contract for the provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform towing and recovery services for various departments of Boone County, Missouri. The County’s fleet includes vehicles such as cars, vans, SUVs, pickup trucks, and large construction trucks. Services shall be provided throughout the County of Boone.

3.2. ESTIMATED USAGE - All requests for service will be made on an “as needed” basis. The County does not guarantee a minimum volume of tows under a prospective contract, and the County does not guarantee that the Contractor’s service will be utilized. In addition, the County reserves the right to utilize other vendors as well as in-house staff when deemed necessary. Based on past usage, the *estimated* total expenditures against this contract have been approximately \$1,000.00 annually. The expenditures specified

herein are estimates only based on past usage and anticipated future requirements and do not constitute a guarantee on the part of the County.

3.3. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:

- 3.3.1. Towing and Recovery Services – The County desires that only suitable equipment be used to tow vehicles. Vehicles shall be towed with appropriate equipment and care that will prevent damage to the vehicle. The Contractor shall maintain and operate a full-service wrecker fleet consisting of wheel lift style tow vehicles and at least one rollback truck. The Contractor shall use the appropriate equipment for each tow including safety accessories such as flares, fire extinguishers, floodlights, et cetera as needed to minimize damage to the vehicle. The County staff may request rollback service at the time of the initial call.
- 3.3.2. Vehicles Specifications – All tow vehicles shall meet the following specifications and include/carry the following equipment:
- a. Sirens on wreckers are prohibited.
 - b. The name, address, and telephone number of the wrecker operator must be professionally lettered and placed in a conspicuous place on both sides of the truck. The name should be in letters at least three (3) inches high and the address and telephone number should be at least one (1) inch high.
 - c. Wreckers should be equipped with marker lights and all other equipment as required.
 - d. There should be ample flashing warning equipment mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.
 - e. All trucks should be equipped with communication devices that are licensed and approved by the Federal Communications Commission. The communication equipment shall enable the wrecker operator to communicate with his area of operations from any point within Boone County. A citizen's band radio is not acceptable.
- 3.3.3. Towing Weight Classifications – Bidders shall provide towing services for the following vehicle classifications:
- a. Small vehicles such as cars, motorcycles, and light weight trucks up to 11,000 pounds.
 - b. Medium duty trucks weighing between 11,001 and 34,000 pounds.
 - c. Heavy duty trucks and heavy equipment weighing 34,001 pounds or more.
- 3.3.4. Driver Requirements – The County desires that only qualified, reputable wrecker operators provide tow services for the County.
- a. All drivers towing vehicles or equipment shall have a valid Commercial Driver's License (CDL) in their possession as required.
 - b. Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.
 - c. Drivers shall be properly supervised, alert, and suitable to the work with no impairments from drugs or alcohol.
- 3.3.5. Supervision and Safety – The Contractor shall be responsible for the supervision and direction of the work performed. The Contractor shall be responsible for instructing the employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition at all times, free from

defects or wear, which may in any way constitute a hazard to any vehicle being towed or any person on County property. All electrical equipment shall be properly grounded and employees shall wear proper personal protective equipment while on County property and while providing tow service to a County vehicle on or off County property.

- 3.3.6. Availability – Towing services shall be available twenty-four (24) hours per day, seven (7) days a week including holidays with no penalty or additional costs for services provided after normal business hours, on weekends, or on holidays.
- 3.3.7. Response Time – Between the hours of 7:00 a.m. and 10:00 p.m., the Contractor shall be in route within five (5) minutes of initial contact. The response time shall be extended to ten (10) minutes for any service calls outside of these hours. The County expects the Contractor to arrive at the service location within thirty (30) minutes of the initial call. Distance and traffic conditions shall be taken into consideration. The Contractor shall inform the County during the initial call if the Contractor is unable to provide the service within this time frame. In this case, the County reserves the right to use another tow service.
 - 3.3.7.1. Three (3) documented incidences of no response or three (3) documented incidences of late response without prior notification shall result in termination of the contract.
- 3.3.8. Calls Outside Business Hours – Bidders shall state on the Response Form their normal business hours and disclose how service calls outside normal business hours are taken and the procedures within this timeframe that follow the initial contact.
- 3.3.9. Major Breakdowns / Natural Disasters – Bidders shall provide an emergency contact name and phone number for the County to use in the event the dispatch system is out of order.
- 3.3.10. Office and Yard Location – Bidders shall provide the address of the location(s) from where tow trucks are dispatched.
- 3.3.11. Sub-Contractors – Bidders may be allowed to sub-contract to other towing companies if special services or equipment are required. However, no subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.3.12. Winch-Out Rates – Bidders shall state on the Response Form their hourly labor rate for winch-out services for each of the vehicle classifications. Bidders shall be entitled to receive payment for winch-out services in addition to the fee(s) charged for the tow.
- 3.3.13. Pulling Drive Shafts – Bidders shall state on the Response Form either a flat rate or an hourly labor rate for pulling drive shafts. Note that drive shafts shall only be pulled if the drive wheels are in contact with the ground during towing operations.
- 3.3.14. Towing Cancellations – All reasonable attempts will be made by the County to notify the Contractor of any cancellations. No charges shall be incurred should a tow truck arrive and the vehicle to be towed has been repaired to driving condition and may or may not still be remaining at the site.
- 3.3.15. Damaged Vehicles – The Contractor shall be held liable for all costs associated with the damage of a County vehicle or property incurred during towing services. Proper and careful recovery practices shall be followed during each tow regardless of the condition of the vehicle. County vehicles shall not be handled roughly.

- 3.3.16. Repairs Prohibited – With the exception of starting a battery with a booster battery or use of cables, at no time shall the Contractor attempt to perform repairs on County vehicles or equipment. The Contractor shall be held liable for the costs of repairs needed due to any repair services attempted by the Contractor.
- 3.3.17. Exemptions – In the event of an accident or other circumstances beyond County control, emergency personnel at the scene shall not be bound by this agreement. Such official personnel shall utilize procedures as necessary and appropriate to ensure the safety and welfare of the general public.
- 3.3.18. Confidentiality – The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information obtained while providing the requested services shall be used or disclosed by employees of the Contractor unless it is absolutely necessary in order to efficiently perform the duties under this contract. Persons requesting such information should be referred to the County. Contractor shall not divulge any information pertaining to an individual unless otherwise agreed to in writing by the County.
- 3.3.19. Records and Reports – The Contractor shall keep a complete record of all calls containing the following information:
- a. Exact time the tow vehicle was activated
 - b. The time of arrival at the scene
 - c. The exact location of the disabled vehicle
 - d. The time of arrival at the County facility
 - e. The beginning and ending odometer readings of the tow vehicle
 - f. Total miles traveled

3.4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

- 3.4.1. Qualifications - The Bidder shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, and rules and regulations of any kind.
- 3.4.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
- 3.4.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.5. OTHER CONDITIONS AND REQUIREMENTS

- 3.5.1. Equipment Certification – All equipment required to perform within this resulting contract shall be subject to review and evidence as to its operating efficiency. Award will not be made to any vendor should it be determined the quality or quantity of its equipment to be inadequate to service the County's towing needs. The County also reserves the right to inspect and approve all equipment during the life of the resulting contract. Failure to promptly correct deficiencies of required equipment shall be considered just cause to cancel the contract.

- 3.5.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393; Fax (573) 886-4390, E-mail: rwilson@boonecountymo.org.
- 3.5.3. Designee – Only department supervisors from each of the following County departments shall be authorized to make service calls: Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Public Works, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.
- 3.5.4. Award of Contract - The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this Request for Bid will be considered “Non-Exclusive”. The County reserves the right to obtain service from other suppliers.
- 3.5.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered, and if not applicable the section must contain “N/A” or “No Bid”.
- 4.2. SUBMITTAL OF RESPONSES - Responses are to be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the U.S. Postal Service or any other mail carrier.
- 4.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the proposal number** and the due date and time.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.

- 4.4. BID OPENING - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 4.5. REMOVAL FROM VENDOR DATABASE - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 4.7. REJECTION OR CORRECTION OF RESPONSES - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 4.8. EVALUATION PROCESS - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

5. RESPONSE FORM

5.1. Company Information

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____ Federal Tax ID: _____

- Corporation
- Partnership Name: _____
- Individual/Proprietorship Name: _____
- Other: _____

5.2. Dispatch Location: State the address of the location where your tow trucks are housed and dispatched from if different from the address above: _____

5.3. Inventory: Use the space below or attach to this response a list of the tow vehicles to be used under this contract.

Vehicle Unit #	Year/Make/Model	Type of Vehicle	Manufacturer of Body and Lift

5.4. Contractor Data

How many years have you been in business? _____

How many employees do you have? _____

Do your employees have any certifications such as Wreckmasters? Yes No

If yes, please provide details: _____

Is your business owned by a larger company? Yes No

If yes, please provide the name: _____

Has your company ever filed for bankruptcy under its current name or another name?

Yes No

If yes, please provide the dates and outcome: _____

If applicable, please list any suits, liens, or judgments that have been filed against you and any current liability. _____

5.5. Emergency: As described in Section 3.4.9., please list an emergency contact to be used in the event of a natural disaster or major breakdown.

Name: _____ Phone: _____

5.6. Calls Outside Business Hours: Do you have a 24-Hour Dispatch or Answering Service? Please use this space to list your normal business hours and describe how calls outside of these hours are taken as requested in Section 3.4.8. _____

5.7. Services: Contractor proposes to furnish the services to the County as indicated on this Response Form for the price quoted. All services are to be provided in accordance with the County's specifications attached hereto.

5.7.1. Standard Tow: A standard tow is defined as towing a vehicle within 15 miles of the city limits of Columbia from one location to another, no maneuvering around obstacles, and does not require recovery accident services.

Small Cars and Light Trucks (3/4 ton or less) _____ flat rate

Medium Duty Trucks (1 ton) _____ flat rate

Heavy Duty Trucks and Heavy Equipment (greater than 1 ton) _____ flat rate

5.7.2. Additional Services

- Flat Tire Repair/Change (associated with towing service) \$ _____ /15 minutes
- Flat Tire Repair/Change (not associated with towing service) \$ _____ /15 minutes
- Jump Start (associated with towing service) \$ _____ /15 minutes
- Jump Start (not associated with towing service) \$ _____ /15 minutes
- Pull Axle/Drive Shaft (associated with towing service) \$ _____ /15 minutes
- Small Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes
- Small Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes
- Medium Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes
- Medium Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes
- Heavy Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes
- Heavy Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes
- Extra man (associated with towing service) \$ _____ /15 minutes

5.7.3. Out of Range: Tow and recovery services are needed for county vehicles throughout Boone County and are not limited to the Columbia area. Please list the charge per mile once 15 miles or more outside of the city limits of Columbia. The mileage charges listed shall apply until the Contractor is back within local range regardless of the service provided.

- Small Vehicle \$ _____ /mile
- Medium Vehicle \$ _____ /mile
- Heavy Vehicle and Equipment \$ _____ /mile

5.7.4. Recovery of Immobile Vehicles: Provide pricing for recovery operations performed during a wreck or other reason when the Contractor may need to supply an additional wrecker to aid in the recovery and provide additional manpower but only one tow service is needed. Pricing for this service should be provided in 15 minute increments above the standard rates already listed.

- Small Vehicle \$ _____ /15 minute

Medium Vehicle \$ _____ /15 minute

Heavy Vehicle and Equipment \$ _____ /15 minute

5.8. Renewals

First Renewal Term: _____ %

Second Renewal Term: _____ %

Third Renewal Term: _____ %

Fourth Renewal Term: _____ %

5.9. Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

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

Authorized Representative (Print Name): _____

Signature

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Vendor: _____

2. Business Address: _____

3. Telephone Number: _____ Fax Number: _____

4. When Organized: _____ When Incorporated: _____

5. If not incorporated, state type of business and provide your federal tax identification number: _____

6. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	-----------------------	----------------------

3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefor:

5. List banking references:

6. Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes _____ No _____

Dated at _____

this _____ **day of** _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)

**COUNTY OF BOONE - MISSOURI
 WORK AUTHORIZATION CERTIFICATION
 PURSUANT TO 285.530 RSMo
 (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
 State of _____)

My name is _____. I am an authorized agent of _____
 _____(Bidder). This business is enrolled and participates in a federal
 work authorization program for all employees working in connection with services
 provided to the County. This business does not knowingly employ any person that is an
 unauthorized alien in connection with the services being provided. Documentation of
 participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state
 in writing in their contracts that they are not in violation of Section 285.530.1, shall not
 thereafter be in violation and submit a sworn affidavit under penalty of perjury that all
 employees are lawfully present in the United States.

 Affiant Date

 Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

 Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

(Please complete and return with Bid)

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

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

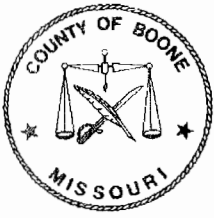
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date



Boone County Purchasing

613 E. Ash Street, Room 113
Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 32-03JUL17 – Towing and Recovery Services – Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM														
INSURED 353-115-9 AMERICAN TRUCK REPAIR LLC 6401 HIGHWAY 40 W COLUMBIA, MO 65202-9164	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: FEDERATED MUTUAL INSURANCE COMPANY</td> <td style="text-align: center;">13935</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 30** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9247127	08/08/2016	08/08/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	N	9247127	08/08/2016	08/08/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9247128	08/08/2016	08/08/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
POLICY COVERAGE AS OF 07/17/2017

CERTIFICATE HOLDER 353-115-9 30 0 BOONE COUNTY PURCHASING 613 E ASH ST RM 11 COLUMBIA, MO 65201-4432	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

10th

day of

August

20

17

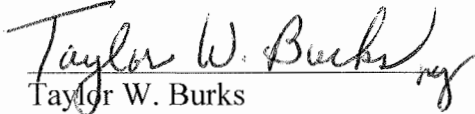
the following, among other proceedings, were had, viz:

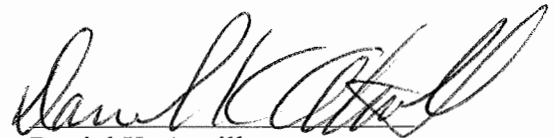
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to 43-17OCT16 – Pest Control Services Term and Supply.

The terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two for Pest Control Services.

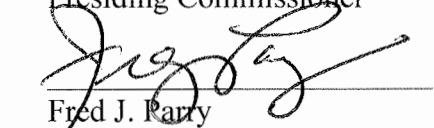
Done this 10th day of August, 2017.

ATTEST:

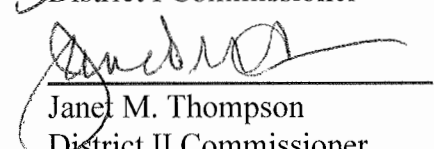

Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

353-2017

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: August 1, 2017
RE: Amendment Number Two – *43-17OCT16 – Pest Control Services – Term and Supply*

Contract *43-17OCT16 – Pest Control Services – Term and Supply* approved by commission for award to Wingate Pest Management, LLC of Columbia, Missouri on December 15, 2016, commission order 572-2016. This amendment adds the attached pricing to perform interior treatment quarterly for the Boone County Sheriff's Department and monthly for the Boone County Jail.

Location	Address	Square Footage	Unit Price	Qty	Extended Total
BC Sheriff Dept.	2121 County Drive	14,500	\$90.00	4	\$360.00
BC Jail	2121 County Drive	39,000	\$155.00	12	\$1,860.00

Invoices will be paid from department 6101– Housekeeping and 2040 – PW-Maintenance Operations, account 60150 – Pest Control.

cc: Jody Moore, Facilities Maintenance
Contract File

Commission Order: 353-2017
Date: 8-10-17

**CONTRACT AMENDMENT NUMBER TWO
AGREEMENT FOR
PEST CONTROL SERVICES**

The Agreement **43-17OCT16** dated the 15th day of December 2016 made by and between Boone County, Missouri and **Wingate Pest Management, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Replaces the following exterior treatments as **interior** treatments at the provided prices:

Location	Address	Square Footage	Unit Price	Qty	Extended Total
BC Sheriff Dept.	2121 County Drive	14,500	\$90.00	4	\$360.00
BC Jail	2121 County Drive	39,000	\$155.00	12	\$1,860.00

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**WINGATE PEST & LAWN MANAGEMENT,
LLC**

By: Erica Durnil
Title: HR & Account manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Taylor W. Burkmyer
County Clerk

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

Signature: June Pitchford by jjj Date: 08/02/2017

6101. -60150
Deer Supply
Appropriation Account